



STATE OF MARYLAND

DEPARTMENT OF JUVENILE SERVICES (DJS)

INVITATION FOR BIDS (IFB)

**SEX OFFENSE SPECIFIC TREATMENT SERVICES AT
MULTIPLE REGIONS**

IFB NUMBER: 22-MULTI-CS-BH-001

EMMA# BPM029632

ISSUE DATE: 5/3/2022

NOTICE TO BIDDERS

A Prospective Bidder that has received this document from a source other than eMarylandMarketplace (eMMA) <https://procurement.maryland.gov> should register on eMMA. See **Section 4.2**.

**MINORITY BUSINESS ENTERPRISES ARE ENCOURAGED TO
RESPOND TO THIS SOLICITATION.**

NO BID NOTICE/VENDOR FEEDBACK FORM

To help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, please provide comments and suggestions regarding this solicitation. Please return your comments with your response. If you have chosen not to respond to this solicitation, please email this completed form to the attention of the Procurement Officer (see Key Information Summary Sheet below for contact information).

Title: Sex Offense Specific Treatment Services at Multiple Regions
Solicitation No: 22-Multi-CS-BH-001

1. If you have chosen not to respond to this solicitation, please indicate the reason(s) below:
 - ☐ Other commitments preclude our participation at this time
 - ☐ The subject of the solicitation is not something we ordinarily provide
 - ☐ We are inexperienced in the work/commodities required
 - ☐ Specifications are unclear, too restrictive, etc. (Explain in REMARKS section)
 - ☐ The scope of work is beyond our present capacity
 - ☐ Doing business with the State is simply too complicated. (Explain in REMARKS section)
 - ☐ We cannot be competitive. (Explain in REMARKS section)
 - ☐ Time allotted for completion of the Bid is insufficient
 - ☐ Start-up time is insufficient
 - ☐ Bonding/Insurance requirements are restrictive (Explain in REMARKS section)
 - ☐ Bid requirements (other than specifications) are unreasonable or too risky (Explain in REMARKS section)
 - ☐ MBE or VSBE requirements (Explain in REMARKS section)
 - ☐ Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section)
 - ☐ Payment schedule too slow
 - ☐ Other: _____
2. If you have submitted a response to this solicitation, but wish to offer suggestions or express concerns, please use the REMARKS section below. (Attach additional pages as needed.)

REMARKS:

Vendor Name: _____ Date: _____

Contact Person: _____ Phone (____) ____ - _____

Address: _____

E-mail Address: _____

STATE OF MARYLAND
DEPARTMENT OF JUVENILE SERVICES (DJS)
KEY INFORMATION SUMMARY SHEET

Invitation for Bids	Services - Sex Offense Specific Treatment Services at Multiple Regions
Solicitation Number:	22-MULTI-CS-BH-001
IFB Issue Date:	5/3/2022
IFB Issuing Office:	Department of Juvenile Services (DJS or Department)
Procurement Officer: e-mail:	Dieudonne Mwaha Department of Juvenile Services 217 E. Redwood Street, Room 2009 Baltimore, Maryland 21202 dieudonne.mwaha@maryland.gov
Bids are to be sent to:	Bids will be accepted through the State's eMaryland Marketplace Advantage (eMMA) e-Procurement system. Instructions on how to submit electronically can be found at: https://procurement.maryland.gov/wp-content/uploads/sites/12/2021/01/4-eMMA-QRG-Responding-to-SolicitationsIFB.pdf
Pre-Bid Conference:	Virtually on 5/19/2022 at 11:00 AM Local Time See Attachment A for directions and instructions.
Questions Due Date and Time	5/30/2022 at 11:00AM Local Time
Bid Due (Closing) Date and Time:	6/6/2022 at 11:00 AM Local Time Bidders are reminded that a completed Feedback Form is requested if a no-bid decision is made (see page iv).
Public Bid Opening Date, Time and Location	6/6/2022 at 1:00 PM Local Time Virtually
MBE Subcontracting Goal:	0% with no subgoals
VSBE Subcontracting Goal:	0%
Contract Type:	Indefinite Quantity (COMAR 21.06.03.06) with Firm Fixed Pricing (COMAR 21.06.03.02).
Contract Duration:	Five (5) Years – No renewal options

Primary Place of Performance:	DJS Regions and Counties
SBR Designation:	No
Federal Funding:	No

TABLE OF CONTENTS – IFB

1	Minimum Qualifications	1
1.1	Bidder Minimum Qualifications.....	1
2	Contractor Requirements: Scope of Work	2
2.1	Summary Statement.....	2
2.2	Background and Purpose	3
2.3	Scope of Work Requirements.....	3
2.4	Deliverables	4
2.5	Office Requirements.....	7
2.6	Referrals	8
2.7	Youth and Parent Disclosure Notification.....	8
2.8	Reports.....	9
2.9	Domains of Treatment	11
2.10	Treatment Process	13
2.11	Records	13
2.12	Contractor’s Personnel	14
2.13	Program Oversight.....	15
3	Contractor Requirements: General.....	16
3.1	Contract Initiation Requirements.....	16
3.2	End of Contract Transition	16
3.3	Invoicing.....	17
3.4	Liquidated Damages	19
3.5	Insurance Requirements	19
3.6	Security Requirements.....	20
3.7	Problem Escalation Procedure.....	22
3.8	SOC 2 Type 2 Audit Report	23
3.9	Minority Business Enterprise (MBE) Reports.....	24
3.10	Veteran Small Business Enterprise (VSBE) Reports	24
3.11	Additional Clauses.....	25
4	Procurement Instructions	26
4.1	Pre-Bid Conference	26
4.2	eMaryland Marketplace Advantage (eMMA)	26

4.3	Questions	26
4.4	Procurement Method	27
4.5	Bid Due (Closing) Date and Time	27
4.6	Multiple or Alternate Bids	27
4.7	Receipt, Opening and Recording of Bids	27
4.8	Confidentiality of Bids / Public Information Act Notice.....	27
4.9	Award Basis.....	28
4.10	Tie Bids	28
4.11	Duration of Bids	28
4.12	Revisions to the IFB	28
4.13	Cancellations	29
4.14	Incurred Expenses	29
4.15	Protest/Disputes	29
4.16	Bidder Responsibilities.....	29
4.17	Acceptance of Terms and Conditions.....	30
4.18	Bid/Proposal Affidavit.....	30
4.19	Contract Affidavit.....	30
4.20	Compliance with Laws/Arrearages	30
4.21	Verification of Registration and Tax Payment	30
4.22	False Statements	30
4.23	Payments by Electronic Funds Transfer.....	31
4.24	Prompt Payment Policy	31
4.25	Electronic Procurements Authorized.....	31
4.26	MBE Participation Goal	32
4.27	VSBE Participation Goal.....	32
4.28	Living Wage Requirements	33
4.29	Federal Funding Acknowledgement.....	34
4.30	Conflict of Interest Affidavit and Disclosure	34
4.31	Non-Disclosure Agreement	34
4.32	HIPAA - Business Associate Agreement	34
4.33	Nonvisual Access	35
4.34	Mercury and Products That Contain Mercury	35
4.35	Location of the Performance of Services Disclosure	35
4.36	Department of Human Services (DHS) Hiring Agreement.....	35
4.37	Small Business Reserve (SBR) Procurement	35

4.38	Maryland Healthy Working Families Act Requirements	35
5	Bid Format	36
5.1	One Part Submission	36
5.2	Labeling.....	36
5.3	Bid Price Form	36
5.4	Required Bid Submission	36
5.5	Delivery	38
5.6	Documents Required upon Notice of Recommendation for Contract Award	38
6	Bid Evaluation and Award	40
6.1	Bid Evaluation Criteria.....	40
6.2	Reciprocal Preference.....	40
6.3	Award Determination	40
6.4	Documents Required upon Notice of Recommendation for Contract Award	40
7	IFB ATTACHMENTS AND APPENDICES.....	41
Attachment A.	Pre-Bid Conference Response Form.....	44
Attachment B.	Bid Instructions & Form.....	45
Attachment C.	Bid/Proposal Affidavit.....	46
Attachment D.	Minority Business Enterprise (MBE) Forms	47
Attachment E.	Veteran-Owned Small Business Enterprise (VSBE) Forms	48
Attachment F.	Maryland Living Wage Affidavit of Agreement for Service Contracts	49
Attachment G.	Federal Funds Attachments.....	51
Attachment H.	Conflict of Interest Affidavit and Disclosure	52
Attachment I.	Non-Disclosure Agreement (Contractor)	53
Attachment J.	HIPAA Business Associate Agreement.....	54
Attachment K.	Mercury Affidavit.....	55
Attachment L.	Location of the Performance of Services Disclosure	56
Attachment M.	Contract.....	57
Attachment N.	Contract Affidavit	74
Attachment O.	DHS Hiring Agreement.....	75

Attachment P.	Referral for Sex Offense Specific Treatment	76
Attachment Q.	Psychosexual Assessment Report Template.....	77
Attachment R.	Authorization for Release of Psychotherapy Information & Records.....	81
Attachment S.	- Monthly Invoice Sample	83
Attachment T.	Monthly Statistical Report.....	84
Attachment U.	Individual Therapy Treatment Authorization Form	85
Appendix 1. –	Abbreviations and Definitions.....	87
Appendix 2. –	Bidder Information Sheet	89
Appendix 3. –	Listing of DJS Offices by Region	90

1 Minimum Qualifications

1.1 Bidder Minimum Qualifications

As part of the determination to be considered responsive, the Bidder must document in its Bid that it satisfies the following Minimum Qualifications:

- 1.1.1 The Bidder shall have two (2) years of experience within the past five (5) years providing sex offense treatment services to adolescents.

Required Documentation: As proof of meeting this requirement, the Bidder shall provide with its Bid three (3) references from the past five (5) years that attest to the Bidder's required years of experience in providing these services. For each reference, the Bidder shall provide the: (a) name of the client organization; (b) name, title, telephone number and email address of the point of contact for the client organization; and (c) value, type, duration and description of the services provided.

- 1.1.2 The Bidder's proposed mental health professionals shall be licensed as specified in the IFB **Section 2.12.1**

Required Documentation: As proof of meeting this requirement, the Bidder shall provide with its Bid the licenses and certifications of proposed staff who will be providing services under the Contract, as described in the IFB **Section 2.12.1**.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

2 Contractor Requirements: Scope of Work

2.1 Summary Statement

- 2.1.1 The Department of Juvenile Services (DJS or Department) is issuing this Invitation for Bids (IFB) in order to procure a Contractor to provide community-based sex offense specific treatment services to male and female adolescent youth between the ages ten (10) and twenty (20), who are alleged to have committed a sexual offense or have been adjudicated and/or court ordered to attend treatment, and residing in multiple regions throughout the State of Maryland as summarized in **Table 1** below.

Table 1

Regions	Counties
Region 1	Dorchester, Somerset, Wicomico and Worcester
Region 2	Caroline, Cecil, Kent, Queen Anne's and Talbot
Region 3	Harford
Region 4	Allegany, Garrett, and Washington
Region 5A	Anne Arundel
Region 5B	Howard and Carroll
Region 6	Frederick and Montgomery
Region 7A	Calvert, Charles and St. Mary's
Region 7B	Prince George's

- 2.1.2 It is the State's intention to obtain goods and services, as specified in this IFB, from a Contract between the selected Bidder(s) and the State. The anticipated duration of services to be provided under this Contract is five (5) years.
- 2.1.3 The Department intends to make up to nine (9) awards (one award for each Region) **see Table 1**, as a result of this IFB. **See IFB Sections 4.6 Multiple or Alternate Bids and 4.9 Award Basis for more Contract award information.**
- 2.1.4 A Bidder, either directly or through its subcontractor(s), must be able to provide all goods and services and meet all of the requirements described in this solicitation and the successful Bidder (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.

2.2 Background and Purpose

- 2.2.1 The Department provides individualized care and treatment to youth who are alleged to have committed a sexual offense or have been adjudicated and/or court ordered to attend treatment. The Department utilizes a continuum of services and treatment for juveniles with an expanded community-based focus. The treatment and programs include probation, home detention and monitoring, community service, victim restitution, and counseling. Youth who may pose a risk to themselves or to public safety are placed in residential programs or detained pending appropriate placements.
- 2.2.2 The Department utilizes several community resources to provide community-based sex offense specific treatment services.

2.3 Scope of Work Requirements

The Contractor shall provide all labor, materials, supplies, and equipment necessary to provide community-based sex offense specific treatment services to youth at multiple regions.

The Contractor shall:

- 2.3.1 Provide sex offense specific treatment services in the regions as specified in **Table 1** to all referred youth. These services shall include:
 - a) Intake psychosexual assessments;
 - b) Group therapy;
 - c) Parent or family sessions for youth attending group or approved individual treatment;
 - d) Family Only sessions for youth determined to need clarification sessions to assist in potential family reunification following completed sex offense specific treatment;
 - e) Individual Sessions;
 - f) Crisis Intervention Sessions; and
 - g) Written plans and reports.
- 2.3.2 Ensure all services are provided only by staff assigned and licensed to perform services under the Contract. The Contractor's staff shall adhere to the ethical standards, practices, and guidelines of their respective professions with regard to the administration of tests, including specific instruments utilized for psychosexual assessments.
- 2.3.3 Conduct all services with sensitivity to any cultural, ethnic, developmental, sexual orientation, gender, medical, educational, etc. issues that may arise during the course of services.
- 2.3.4 If subpoenaed, provide testimony, including methodology and performance of services provided under this Contract in any court proceedings, and provide affidavit and/or expert witness testimony for prosecution of violations in court proceedings, as needed.
- 2.3.5 Establish a communication system (telephone, voicemail, and email) to enable the Department to contact the Contractor and the Contractor's employees directly, to which the Contractor must respond no later than the next Business Day. The written details of this communication system shall be submitted to the Contract Monitor at least five (5) calendar days before the start date of the Contract.
- 2.3.6 Meet with the Department's Regional Director/designee in the applicable Region within ten (10) calendar days of the start date of the Contract to go over the communication system and to establish the monitoring plan to include collaboration between the Department and Contractor to

help youth start and complete services and to problem-solve issues. The written details of the plan shall be submitted to the Contract Monitor via email within ten (10) calendar days following the aforementioned meeting. **See Section 3.1.**

- 2.3.7 Adhere to all laws, regulations, and follow the accepted professional standards and best practices governing the delivery of services under the Contract and as recommended by the Association for the Treatment of Sexual Abusers (ATSA).
- 2.3.8 Ensure clinical staff maintain all licenses and certifications submitted with the Bid to meet the minimum qualifications specified in Section 2 of the IFB, during the full term of the Contract. If any licenses or certifications were to lapse during the term of this Contract, the Contractor shall:
- Notify the Contract Monitor immediately via email;
 - Submit to the Contract Monitor the written plan to address the issue via email. The written plan shall be submitted to the Contract Monitor no later than five (5) business days following the notification and
 - Based on the type of license, contact the appropriate State board to reinstate or maintain the validity of the license.

The Department estimates treatments per year as follows:

Table 2. – Estimated number of Treatments per Region

Treatment Sessions	Region 1	Region 2	Region 3	Region 4	Region 5A	Region 5B	Region 6	Region 7A	Region 7B
Intake Psychosexual Assessments	15	15	10	15	30	15	40	10	30
Group Therapy	96	96	96	96	96	96	240	96	240
Parent/Family Sessions	180	180	120	180	360	180	480	120	360
Family Only Sessions	90	90	80	90	120	90	140	80	120
Individual/Crisis Intervention Sessions	180	180	240	250	720	384	960	240	720

The Department does not guarantee a minimum or maximum number of referrals or treatment sessions.

2.4 Deliverables

2.4.1 Deliverable Submission

- a) For every deliverable, the Contractor shall request the Contract Monitor to confirm receipt of that deliverable by sending an e-mail identifying the deliverable name and date of receipt.
- b) For every deliverable, the Contractor shall submit to the Contract Monitor, by email the documents listed in **Section 2.4.4 Deliverable Descriptions and Acceptance Criteria**.
- c) Unless specified otherwise, written deliverables shall be compatible with Microsoft Office within two (2) versions of the current version. At the Contract Monitor's discretion, the Contract Monitor may request one hard copy of a written deliverable.
- d) A standard deliverable review cycle will be elaborated and agreed-upon between the State and the Contractor. This review process is entered into when the Contractor completes a deliverable.
- e) For any written deliverable, the Contract Monitor may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in **Section Error! Reference source not found. Minimum Deliverable Quality**. Drafts of each final deliverable, except status reports, are required at least two (2) weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead-time is not possible, or where draft delivery date is explicitly specified).

2.4.2 Deliverable Acceptance

- a) A final deliverable shall satisfy the scope and requirements of this IFB for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in **Section Error! Reference source not found. Deliverable Descriptions and Acceptance Criteria**.
- b) The Contract Monitor shall review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The Contract Monitor is responsible for coordinating comments and input from various team members and stakeholders. The Contract Monitor is responsible for providing clear guidance and direction to the Contractor in the event of divergent feedback from various team members.
- c) The Contract Monitor will issue to the Contractor a notice of acceptance or rejection of the deliverable in the Delivery Product Acceptance Form (DPAF) (see online sample). Following the return of the DPAF indicating "Accepted" and signed by the Contract Monitor, the Contractor shall submit a proper invoice in accordance with the procedures in **Section 3.3**. The invoice must be accompanied by a copy of the executed DPAF or payment may be withheld.
- d) In the event of rejection, the Contract Monitor will formally communicate in writing any deliverable deficiencies or non-conformities to the Contractor, describing in those deficiencies what shall be corrected prior to acceptance of the deliverable in sufficient detail for the Contractor to address the deficiencies. The Contractor shall correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time period for correction.
- e) All deliverables prepared and submitted by the Contractor shall be submitted at the required time specified by the report type. The Department may withhold payment for deliverables and/or services rendered that are not received on time as specified. If the Department incurs additional costs due to any delays, the Contractor shall be assessed the costs incurred to have services completed by another clinician on an emergency basis, and/or the costs of the youth's continued stay in residential care

until the services are performed. These costs could equal or exceed the cost charged by the Contractor.

2.4.3 Minimum Deliverable Quality

The Contractor shall subject each deliverable to its internal quality-control process prior to submitting the deliverable to the State.

Each deliverable shall meet the following minimum acceptance criteria:

- a) Be presented in a format appropriate for the subject matter and depth of discussion.
- b) Be organized in a manner that presents a logical flow of the deliverable's content.
- c) Represent factual information reasonably expected to have been known at the time of submittal.
- d) In each section of the deliverable, include only information relevant to that section of the deliverable.
- e) Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
- f) Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
- g) Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.
- h) Must contain the date, author, and page numbers. When applicable for a deliverable, a revision table must be included.
- i) A draft written deliverable may contain limited structural errors such as incorrect punctuation, and shall represent a significant level of completeness toward the associated final written deliverable. The draft written deliverable shall otherwise comply with minimum deliverable quality criteria above.

2.4.4 Deliverable Descriptions and Acceptance Criteria

Deliverable Summary Table

Attachment	Deliverable Description	Acceptance Criteria	Due Date / Frequency
Q	Intake Psychosexual Assessment Report	Microsoft Word Format. Provides assessment report in format outlined in template.	Due no later than ten (10) calendar days prior to the youth's next scheduled court date or no more than fourteen (14) days after the initial intake appointment.
T	Monthly Statistical Report (MSR)	Microsoft Excel Format. The MSR shall document all participating youth.	Due with the Monthly Invoice and to vendor reporting portal by

			the 15 th of the month.
U	Individual Therapy Treatment Authorization Form	PDF Format. This form shall document youth who need to receive individual therapy.	Due prior to initiation of individual sessions with a youth.
Not provided	Individual Treatment Plan	PDF Format. This shall document youth's treatment plan.	Due within thirty (30) days of the youth's admission into the program and updated every thirty (30) days thereafter.
Not provided	Treatment Progress Report regarding Individual, Group, Family/Parent and Crisis Intervention Services	PDF Format. This report shall provide treatment updates to case management and the court.	Due by the tenth (10 th) of each month for the preceding month for each youth receiving services.
Not provided	Discharge Summary Report	PDF Format. This report shall provide a summary of treatment progress to case management and the court.	Due within ten (10) business days of the date of the youth's discharge.

2.5 Office Requirements

- 2.5.1 The Contractor should have one (1) or more offices where in-person treatment services can be provided. The office(s) should be located in areas accessible by public transportation. If the office is not located in an area accessible by public transportation, it should not result in more than ten (10) miles of travel from the Department's local Regional office where the youth is assigned to report. **See Appendix 3 - listing of DJS Offices by Region.** The Department will not be responsible for any costs associated with Contractors obtaining or maintaining office(s).
- 2.5.2 In case of emergency where services cannot be rendered in-person, the Contractor shall provide the services virtually with prior authorization by the Contract Monitor.
- 2.5.3 The Contractor office(s) used to fulfill the requirements of this Contract shall meet all applicable federal, state, and local codes, regulations, and requirements, including accessibility of individuals with disabilities.
- 2.5.4 At the Department's discretion and approval, the Contractor may utilize a DJS Community Services Office (**see Appendix 3**) that is readily accessible and within the county to youth and parent, if the office is appropriate and meets all federal and state occupancy

regulations. However the use of a DJS office shall not be construed as meeting the requirements described in **Section 2.5.1**.

2.6 Referrals

The Contractor shall:

- 2.6.1 Receive referral documentation from the Department for youth who require sex offense specific treatment. The Department will complete and send to the Contractor via secure electronic mail (email) **Attachment P – Referral for Sex Offense Specific Treatment** with copies of the following materials (if available and as applicable): release of information signed by the parent or guardian; Maryland Comprehensive Assessment and Service Planning (MCASP) Assessment; Treatment Service Plan (TSP); updated Social History with current legal status, Offense Summary and Placement Summary; discharge summaries; Mental Health Summary from Behavioral Health staff; Psychosexual Evaluation; Psychosocial Assessment; Psychological Evaluation; Psychiatric Evaluation; Neurological; drug and alcohol assessments including treatment recommendations; and school records.
- 2.6.2 Acknowledge receipt of each referral via secure electronic email, within twenty-four (24) hours or the next Business Day of DJS sending the referral. The Contractor shall be available to receive referrals Monday to Friday between 8 AM and 7 PM.
- 2.6.3 Schedule an initial intake appointment with the youth within ten (10) Business Days of the Department's date of referral. Notice of the appointment date shall be provided to the Department via secure email.
- 2.6.4 Notify the Department no later than the next Business Day from the scheduled appointment of any youth who fails to keep or arrives late for a scheduled appointment, regardless of circumstances. The Contractor must reschedule the appointment within five (5) business days of the originally scheduled appointment.

2.7 Youth and Parent Disclosure Notification

The Contractor shall:

- 2.7.1 Obtain the informed consent of the youth and parent/guardian for the treatment on the Department's **Authorization for Release of Psychotherapy Information and Records** form (see **Attachment R**). In the event the youth or parent/guardian refuses to consent to the treatment, the Contractor shall notify the Department via secure email of the refusal no later than the next Business Day after the scheduled treatment. The notification must include a copy of the **Authorization for Release of Psychotherapy Information and Records form (Attachment R)** that documents the refusal to consent.
- 2.7.2 Emphasize to the youth at the commencement of treatment that: (1) there is no restriction on information that can be re-disclosed to DJS and that DJS can re-disclose to the Court, and (2) that such information, when warranted, may be used in the filing of criminal and/or violation charges or any other matters of concern regarding the youth in treatment.
- 2.7.3 Immediately report to the Department any information disclosed by a youth relative to any new criminal offense, or a prior unreported or undisclosed offense, or if the Contractor believes that the potential for re-offense has increased, or any other emergency situations.

- 2.7.4 Inform the youth of the applicable assessment and treatment procedures, and explain to the youth how the youth's information will be used and to whom the information will be disclosed.
- 2.7.5 Explain to the youth the nature of the Contractor's relationship with the Department, law enforcement agencies, and the court.
- 2.7.6 Respect the youth's right to be fully informed regarding all procedures.

2.8 Reports

- 2.8.1 The Contractor shall prepare the following typed reports using a format provided by the Contract Monitor:

- a) Intake Psychosexual Assessment Report (Section 2.8.5);
- b) Individual Treatment Plan (ITP) (Section 2.8.6);
- c) Treatment Progress Reports (Section 2.8.7);
- d) Discharge Summary Reports (Section 2.8.8);
- e) Monthly Statistical Reports (MSR) (Section 2.8.9); and,
- f) Program Narrative Reports (See Delivery Summary Table – Section 2.4.4).

Services provided include preparation and submission of reports

- 2.8.2 All Reports prepared and submitted by the Contractor shall include factual, impartial, and objective accounts of the pertinent psychosocial information obtained during the process of evaluation and treatment.
- 2.8.3 All Reports prepared and submitted by the Contractor shall be culturally/ethnically/racially appropriate; and if applicable, psychometrically sound (i.e., possess credible validity and reliability).
- 2.8.4 **Intake Psychosexual Assessment Report (See Attachment Q- Psychosexual Assessment Report Template)**

- a) The Contractor shall prepare and submit an Intake Psychosexual Assessment Report to the Contract Monitor for each youth referred **who does not have a completed psychosexual evaluation.**
- b) Utilize an appropriate risk assessment instrument as part of any intake assessment [e.g., the Juvenile Sex Offender Assessment Protocol-II (J-SOAP-II)] and consider protective factors using a tool such as Protective + Risk Observations for Eliminating Sexual Offense Recidivism (PROFESOR). The Contractor may use multiple assessment instruments and techniques when appropriate or as directed by the Contract Monitor. The Contractor shall contact and interview the youth's parents and other appropriate family members as part of the intake psychosexual assessment.
- c) The purpose of the assessment shall be to:
 - 1. provide the most accurate evaluation possible of the youth's risk to re-offend;
 - 2. gather information regarding youth's knowledge and experience related to sexual experiences;
 - 3. gather family history information related to the youth's sexual behavior;
 - 4. identify and document the treatment needs of the youth; and
 - 5. provide information that will help the Department identify optimal supervision strategies and the appropriate setting and intensity of treatment.

- d) Intake Psychosexual Assessment Reports shall provide recommendations relative to:
 - 1. The level and intensity of offense-specific treatment needed;
 - 2. The level and intensity of behavioral monitoring needed;
 - 3. The types of external controls which should be considered for the specific youth (controls of the school and/or work environments, leisure time, or transportation; means of addressing life stressors or other issues that might increase risk and require increased Department intervention); and
 - 4. The treatment of co-existing conditions and referral for medical and/or pharmacological treatment if indicated.
- d) The Contractor shall submit each completed, youth specific, Intake Psychosexual Assessment Report via secure email to the Contract Monitor no later than ten (10) calendar days prior to the youth's next scheduled court date or no more than fourteen (14) days after the initial intake appointment, whichever comes first.

2.8.5 Individual Treatment Plan (ITP)

- a) The Contractor shall develop written ITPs for each youth in treatment. ITPs shall be specific and contain, at a minimum, the following:
 - 1. Strengths and problem areas;
 - 2. An assessment of the degree of danger the youth presents to the community;
 - 3. Services to address problem areas;
 - 4. Short and long term goals with time frames when services will be provided; and
 - 5. Recommendations for additional services, if appropriate.
- b) Completed ITPs shall be submitted via secure email to the Contract Monitor within thirty (30) days of the youth's admission into the program and updated every thirty (30) days thereafter.

2.8.6 Treatment Progress Reports

- a) The Contractor shall prepare and submit to the Contract Monitor via secure email by the tenth (10th) of each month for the preceding month, monthly treatment attendance and progress reports.
- b) The report shall include a summary of the youth's attendance at treatment sessions, his/her presentation and level of participation; areas of discussion (e.g., family and personal history, current relationships and life situation, index offense, history of prior offenses, victim impact, sexual fantasies, relapse prevention plan); milestones (e.g., reduction in denial; acknowledgement of offending behavior and potential risk of relapse; identification of cognitive distortions and demonstration of ability to correct; involvement in relationships supportive of supervision and treatment goals; demonstration of ability to avoid high-risk environments and situations; development of pro-social skills to address problems with stress and anger management; decrease in deviant sexual urges, arousal or manage behaviors related to risk).
- c) The report shall also include a recommendation relative to continuation of treatment and details regarding any critical concerns.

2.8.7 Discharge Summary Reports

- a) The Contractor shall notify the Contract Monitor by email no later than the next business day of any plan to discharge a youth from treatment prior to notifying the youth.
- b) The Contractor shall prepare and submit to the Contract Monitor via secure email, a written discharge summary report for each youth discharged from treatment within ten (10) business days of the date of the youth's discharge.
- c) This report shall indicate the type of discharge (satisfactory, unsatisfactory, or other) and the basis for the type of discharge. The report shall further note, but not be limited to, whether the youth did or did not respond to treatment, significant personal, educational, and social adjustments while in the program, services provided, and recommendations for continued improvement.
- d) The Discharge Summary Report shall include the written plan to help the youth and family sustain treatment progression and help youth thrive in the multiple systems surrounding the youth in the community, such as family and school.

2.8.8 Monthly Statistical Reports

The Contractor shall maintain a Monthly Statistical Report on an on-going basis (**See Attachment T**) which shall be submitted to the Contract Monitor with the monthly invoice and into the Vendor's Database on the 15th of every month following the month of the service, **see section 2.4**. The content and frequency of the report are subject to modification at the Department's discretion with thirty (30) days' notice. **Each contractor is responsible for obtaining a username and password to access the vendor database using this link: <https://djs.maryland.gov/Documents/DJS-New-Vendor-Database-Access-Request.pdf>**

2.9 Domains of Treatment

The Contractor shall:

2.9.1 Conduct an *initial family session* with all referred youth in order to:

- a) To orient the youth and family to the proposed treatment plan and guidelines for participation in treatment;
- b) Gather updated information regarding youth's knowledge and experience related to sexual experiences;
- c) Gather updated family history information related to the youth's sexual behavior;
- d) Educate the family members on the youth's offense and patterns related to his/her treatment plan; and
- e) Educate the family members on their role in treatment of the youth.

2.9.2 Use *group therapy* as the primary treatment modality unless group therapy is determined to be clinically contraindicated for a specific youth. A group therapy provides the opportunity for participants to admit and discuss their offenses, explore thinking associated with abusive behavior, practice and model prosocial skills and embark on the change process with other individuals with similar experiences.

2.9.3 Ensure that group session leaders:

- a) Are inclusive of every member;
 - b) Actively encourage youth to participate; and
 - c) Engage participants with respect.
- 2.9.4 Ensure that the content and organization of group sessions remain effective. Group sessions shall be guided by a written agenda for the group, the group should be encouraged to remain on task, and youth shall not be allowed to spend too much time on non-offense related issues. Group therapy sessions shall:
- a) Meet at least once per week for one and a half (1½) hour sessions;
 - b) Be conducted separately for male and female youth;
 - c) Be conducted separately for youth at disparate age groups;
 - d) Accept youth into groups on a revolving basis with no more than a three week waiting period for a youth referred to treatment; and
 - e) Have at least three (3) and no more than twelve (12) youth per group.
- 2.9.5 Address issues related to the youth's interpersonal functioning by using a group setting to model, practice, and rehearse appropriate and effective social interactions. Issues to be addressed include, but are not limited to: anger management, assertiveness, conflict resolution, leisure time skills, problem solving, stress management, conversational skills, and substance abuse.
- 2.9.6 Use a best practice cognitive-behavioral model of sexual offense specific treatment that at minimum addresses victim empathy, family dynamics, the preparation of a complete and accurate sexual assault history, the establishment of appropriate supervision conditions and networks to assist in managing risk, and methods of assisting youth in adopting a non-exploitive, appropriate lifestyle.
- 2.9.7 Note in its submission the program's theoretical orientation, admission criteria, objectives, assessment methods (pre and post measures), treatment targets and methods, monitoring plan, and support for program effectiveness and evaluation.
- 2.9.8 Match treatment intensity to the youth's risk level and responsiveness, particularly concerning denial or minimization.
- 2.9.9 When deemed clinically appropriate, provide *individual and/or crisis intervention sessions* (e.g., for youth with low cognitive functioning, major mental illness, significant behavioral disorders, or to augment group treatment).
- a) The use of individual and/or crisis intervention therapy (for a set number of sessions) shall be pre-approved by the Contract Monitor. Requests to provide individual therapy shall be submitted to the Contract Monitor, using **Attachment U - Individual Therapy Treatment Authorization Form**.
 - b) Should the number of participants in a group fall below three (3), the Contractor will confer with the Department to determine the individual plans for those youth.
- 2.9.10 Provide monthly *parent or family sessions* for youth attending group or when approved for individual treatment by the Contract Monitor.

- a) Parent sessions are defined as specifically scheduled sessions with the parent without the youth present. If the session involves the youth – even in a partial session – this would be considered a family session.
- b) The purpose of parent and/or family sessions include the following:
 1. Addressing any emergent safety or compliance concerns.
 2. Discussing ongoing treatment progress.
 3. Coordinating any treatment related to the victim's (if a family member) care and safety.
 4. Facilitating transition of either victim and/or youth to living in the home together (if that is the plan).

Provide family sessions for youth determined to need clarification sessions to assist in potential family reunification following completed sex offense specific treatment. Said sessions must be approved by the Contract Monitor and are for youth who have completed treatment with another provider.

2.10 Treatment Process

- 2.10.1 Have a treatment service schedule (for assessments, family/parent, individual and/or group sessions) that is accommodating of youth and parents, i.e., evening and weekend hours.
- 2.10.2 Immediately report to the case manager when any youth has not attended a scheduled session and note the plan for further engagement.
- 2.10.3 Immediately report to the Contract Monitor any information disclosed by a youth regarding any new offense (regardless of whether or not a sexual offense), or a prior unreported or undisclosed offense, or if the Contractor believes that the potential for re-offense has increased. Youth shall be informed at intake that such reports will be made.
- 2.10.4 Gradually decrease treatment frequency and not end treatment precipitously. There shall be clearly presented graduation or completion criteria, which shall include a review of the status of the case with the youth's DJS treatment team.
- 2.10.5 The Department reserves the right to review any material that will be distributed to youth and to disapprove that material if it believes it to be inflammatory, contrary to the philosophy and mission of the Department, or not conducive to successful reintegration.

2.11 Records

The Contractor shall:

- 2.11.1 Maintain a file on each referred youth. All treatment data shall be appropriately recorded for diagnostic and documentation purposes. Paper files shall be locked and kept in a secure area, and may not be copied or redistributed without the written consent of the Department or as otherwise provided by law.
- 2.11.2 Provide to the Contract Monitor, in writing, a detailed description of the security procedures used to safeguard the confidentiality of treatment records.
- 2.11.3 Maintain all youth files in a manner that is consistent with the ethical standards of the applicable professional standards.
- 2.11.4 Turn over all files related to services provided under this Contract to the Contract Monitor thirty (30) days prior to the contract's end date.

2.12 Contractor's Personnel

The Contractor shall:

- 2.12.1 Provide qualified staff to execute the terms of the Contract. All Mental Health Professionals providing services under this Contract shall:
 - a) Possess a Master's or Doctoral degree, and as proof of meeting this requirement, must submit a copy of the Master or Doctoral degree;
 - b) Possess current licenses, in good standing, with the State of Maryland as a Psychologist, Social Worker or Professional Counselor or registration as a Psychology Associate, Doctorate. As proof of meeting this requirement, the Bidder shall submit a copy of their professional license or registration issued by the Maryland Department of Health (MDH);
 - c) Have at least two (2) years of experience providing sex offense-specific treatment services to adolescents. Experience employed by entities or organizations other than the Bidder may be considered in determining whether this requirement has been met. As proof of meeting this requirement shall submit a copy of their curriculum vitae (CV) or resume;
 - d) Have completed at least sixty (60) hours of documented training, within the last five (5) years, specifically related to sexual offender assessment and treatment methods. As proof of meeting this requirement, the Bidder shall submit documentation summarizing the specific training received. This documentation shall include the course title, date presented, and credit hours earned for each applicable training experience identified.
- 2.12.2 Maintain a list of all employees, subcontractors, or employees of a subcontractor who will have direct contact with youth receiving treatment. The Contractor shall provide a copy of this list to the Contract Monitor and the list should include, at a minimum, full name (including any previous name), date of birth, and licensure. The Department reserves the right to require that the Contractor remove any employee, subcontractor, or employee of a subcontractor having direct contact with youth in treatment for cause.
- 2.12.3 Inform the Contract Monitor immediately if the Contractor learns that any employee, subcontractor, or employee of a subcontractor has participated in or committed an unlawful activity, other than a minor traffic offense, even if the individual has not yet been arrested or charged with any crime.
- 2.12.4 Provide adequate staff coverage in the event of illness, vacation or other absence. Contractor shall submit to the Contract Monitor the written plan to fill a staff vacancy via email no later than five (5) calendar days after receiving notification that staff is planning to leave the program. Any employee, subcontractor, or employee of a subcontractor hired by the Contractor to render direct service to a youth during the contract period shall meet the applicable minimum requirements specified. The Contractor shall submit proof of meeting the requirements to the Contract Monitor at least fourteen (14) days prior to the employee start date. The Department reserves the right to reject any newly hired employee, subcontractor, or employee of a subcontractor that does not meet all the criteria as described in this solicitation.
- 2.12.5 Inform Contract Monitor of all disciplinary actions imposed upon personnel providing services under this contract, including staff of subcontractors, within twenty-four (24) hours of the action. Disciplinary action includes, but is not limited to, counseling and legal action.

2.13 Program Oversight

- 2.13.1 The Contractor shall meet with the Regional Director/designee and Contract Monitor at least monthly to discuss implementation successes, challenges/barriers, contributing factors toward challenges/barriers, and strategies to address challenges/barriers.
- 2.13.2 The Contractor shall participate in a quarterly oversight meeting to discuss program performance and to problem-solve issues. The date of meetings and locations shall be agreed upon by the Contract Monitor, Regional Director/designee, and Contractor.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

3 Contractor Requirements: General

3.1 Contract Initiation Requirements

- A. Contractor shall schedule and hold a kickoff meeting within 10 Business Days of NTP Date. At the kickoff, the Contractor and the Contract Monitor shall establish a communication system and a monitoring plan, as well as discuss the contract expectations for each party. (See Section 2.3.6.)

3.2 End of Contract Transition

- 3.2.1 The Contractor shall provide transition assistance as requested by the State to facilitate the orderly transfer of services to the State or a follow-on contractor, for a period up to thirty (30) days prior to Contract end date, or the termination thereof. Such transition efforts shall consist, not by way of limitation, of:
 - a) Provide additional services and support as requested to successfully complete the transition;
 - b) Maintain the services called for by the Contract at the required level of proficiency; and
 - c) Provide current operating procedures (as appropriate).
- 3.2.2 The Contractor shall work toward a prompt and timely transition, proceeding in accordance with the directions of the Contract Monitor. The Contract Monitor may provide the Contractor with additional instructions to meet specific transition requirements prior to the end of the Contract.
- 3.2.3 The Contractor shall ensure that all necessary knowledge and materials for the services completed are transferred to the custody of State personnel or a third party, as directed by the Contract Monitor.
- 3.2.4 The Contractor shall support end-of-Contract transition efforts with technical and project support to include but not be limited to:
 - a) The Contractor shall provide a draft Transition-Out Plan of at least thirty (30) Business Days in advance of the Contract end date.
 - b) The Transition-Out Plan shall address, at a minimum, the following areas:
 - 1. Any staffing concerns/issues related to the closeout of the Contract;
 - 2. Communications and reporting process between the Contractor, the Department and the Contract Monitor;
 - 3. Any final training/orientation of Department staff;
 - 4. Connectivity services provided, activities and approximate timelines required for Transition-Out;
 - 5. Knowledge transfer; and
 - 6. Any risk factors with the timing and the Transition-Out schedule and transition process. The Contractor shall document any risk factors and suggested solutions.

3.3 Invoicing

3.3.1 General

- a) The Contractor shall send, via e-mail, the original of each invoice (**See Attachment S – Monthly Sample Invoice**) along with the corresponding monthly reports (**See Section 2.8 Reports and 2.4 Deliverables**) to the **Contract Monitor** or designee and a **copy of the Invoice** to the appropriate email address:

Regions	Counties	Email Addresses
Region I	Dorchester, Somerset, Wicomico, and Worcester Counties	djs.region1ap@maryland.gov
Region II	Caroline, Cecil, Kent, Queen Anne's, and Talbot Counties	djs.region2ap@maryland.gov
Region III	Harford County	djs.region3ap@maryland.gov
Region IV	Allegany, Garrett, and Washington Counties	djs.region4ap@maryland.gov
Region V	Anne Arundel, Howard, and Carroll Counties	djs.region5ap@maryland.gov
Region VI	Frederick and Montgomery Counties	djs.region6ap@maryland.gov
Region VII	Calvert, Charles, Prince George's, and St. Mary's Counties	djs.region7ap@maryland.gov

- b) All invoices for services shall be verified by the Contractor as accurate at the time of submission.
- c) An invoice not satisfying the requirements of a Proper Invoice (as defined in COMAR 21.06.09) cannot be processed for payment. To be considered a Proper Invoice, invoices must include the following information, without error:
- 1) Contractor name and address;

- 2) Remittance address;
 - 3) Federal taxpayer identification (FEIN) number, social security number, as appropriate;
 - 4) Invoice period (i.e. time period during which services covered by invoice were performed);
 - 5) Invoice date;
 - 6) Invoice number;
 - 7) State assigned Contract number;
 - 8) State assigned (Blanket) Purchase Order number(s);
 - 9) Goods or services provided;
 - 10) Amount due; and
 - 11) Any additional documentation required by regulation or the Contract.
- d) Invoices that contain both fixed price and time and material items shall clearly identify each item as either fixed price or time and material billing.
- e) The Department reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Department with all required deliverables within the time frame specified in the Contract or otherwise breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract.
- f) Any action on the part of the Department, or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.04.
- g) The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The Contractor, however, is not exempt from such sales and use taxes and may be liable for the same.
- h) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the Contract. In no event shall any invoice be submitted later than 60 calendar days from the Contract termination date.

3.3.2 Invoice Submission Schedule

The Contractor shall submit invoices in accordance with the following schedule:

- a) For items of work for which there is one-time pricing (see **Attachment B** –Bid Form) those items shall be billed in the month following the acceptance of the work by the Department.

3.3.3 For the purposes of the Contract an amount will not be deemed due and payable if:

- a) The amount invoiced is inconsistent with the Contract;
- b) The proper invoice has not been received by the party or office specified in the Contract;
- c) The invoice or performance is in dispute or the Contractor has failed to otherwise comply with the provisions of the Contract;
- d) The item or services have not been accepted;
- e) The quantity of items delivered is less than the quantity ordered;
- f) The items or services do not meet the quality requirements of the Contract;

- g) If the Contract provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule;
- h) If the Contract provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have not been met; or
- i) The Contractor has not submitted satisfactory documentation or other evidence reasonably required by the Procurement Officer or by the Contract concerning performance under the Contract and compliance with its provisions.

3.3.4 Travel Reimbursement

- a) Travel will not be reimbursed under this IFB.

3.4 Liquidated Damages

3.4.1 MBE Liquidated Damages

Inapplicable because there is no MBE goal for this IFB.

3.4.2 Liquidated Damages other than MBE

This section is inapplicable to this IFB.

3.5 Insurance Requirements

The Contractor shall maintain, at a minimum, the insurance coverages outlined below or any minimum requirements established by law if higher, for the duration of the Contract, including option periods, if exercised:

- 3.5.1 The following type(s) of insurance and minimum amount(s) of coverage are required:
 - a) Commercial General Liability - of \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal and advertising injury and \$3,000,000 annual aggregate. The minimum limits required herein may be satisfied through any combination of primary and umbrella/excess liability policies.
 - b) Errors and Omissions/Professional Liability - \$1,000,000 per combined single limit per claim and \$3,000,000 annual aggregate.
 - c) Crime Insurance/Employee Theft Insurance - to cover employee theft with a minimum single loss limit of \$1,000,000 per loss, and a minimum single loss retention not to exceed \$10,000. The State of Maryland and the Department should be added as a "loss payee."
 - d) Worker's Compensation - The Contractor shall maintain such insurance as necessary or as required under Workers' Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act, to not be less than one million dollars (\$1,000,000) per occurrence (unless a state's law requires a greater amount of coverage). Coverage must be valid in all states where work is performed.
- 3.5.2 The State shall be listed as an additional insured on the faces of the certificates associated with the coverages listed above, including umbrella policies, excluding Workers' Compensation Insurance and professional liability.
- 3.5.3 All insurance policies shall be endorsed to include a clause requiring the insurance carrier provide the Procurement Officer, by certified mail, not less than 30 days' advance notice of any non-renewal, cancellation, or expiration. The Contractor shall notify the Procurement Officer in writing, if policies are cancelled or not renewed within five (5) days of learning of such cancellation or nonrenewal. The Contractor shall provide evidence of replacement

insurance coverage to the Procurement Officer at least 15 days prior to the expiration of the insurance policy then in effect.

3.5.4 Any insurance furnished as a condition of the Contract shall be issued by a company authorized to do business in the State.

3.5.5 The recommended awardee must provide current certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this section within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts, the Contractor shall provide certificates of insurance annually, or as otherwise directed by the Contract Monitor.

3.5.6 The Contractor shall require any subcontractors to obtain and maintain comparable levels of coverage and shall provide the Contract Monitor with the same documentation as is required of the Contractor.

3.6 Security Requirements

The following requirements are applicable to the Contract:

3.6.1 Employee Identification

- a) Contractor Personnel shall display his or her company ID badge in a visible location at all times while on State premises. Upon request of authorized State personnel, each Contractor Personnel shall provide additional photo identification.
- b) Contractor Personnel shall cooperate with State site requirements, including but not limited to, being prepared to be escorted at all times, and providing information for State badge issuance.
- c) Contractor shall remove any Contractor Personnel from working on the Contract where the State determines, in its sole discretion, that Contractor Personnel has not adhered to the Security requirements specified herein.
- d) The State reserves the right to request that the Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the Contract.

3.6.2 Security Clearance / Criminal Background Check

- a) A criminal background check for any Contractor Personnel providing on-site shall be completed prior to each Contractor Personnel providing any services under the Contract. .
- b) The Contractor shall obtain at its own expense a Criminal Justice Information System (CJIS) State and federal criminal background check, including fingerprinting, for all Contractor Personnel listed in sub-paragraph (a). This check may be performed by a public or private entity.
- c) The Contractor's staff where applicable must submit to Child Protective Services (CPS) clearances in accordance with COMAR 14.31.06.05.A(4)(a)(ii) and to any applicable laws and Departmental policies. Information on obtaining CPS investigations can be accessed via the Maryland Department of Human Services Child Protective Services website at <http://dhs.maryland.gov/child-protective-services/>. If the staff providing services resided outside of the State of Maryland within the last two (2) years, the Contractor will be responsible for researching all

background investigations within the state where the staff person resided.
Employment pre-screening must be completed prior to the provision of services.

- d) The Contractor shall provide certification to the Department that the Contractor has completed the required criminal background and CPS checks described in this IFB for each required Contractor Personnel prior to assignment, and that the Contractor Personnel have successfully passed this check.
- e) Persons with a criminal or CPS record may not perform services under the Contract unless prior written approval is obtained from the Contract Monitor. The Contract Monitor reserves the right to reject any individual based upon the results of the background check. Decisions of the Contract Monitor as to acceptability of a candidate are final. The State reserves the right to refuse any individual Contractor Personnel to work on State premises, based upon certain specified criminal convictions, as specified by the State
- f) The CJIS criminal record check of each Contractor Personnel who will work on State premises shall be reviewed by the Contractor for convictions of any of the following crimes described in the Annotated Code of Maryland, Criminal Law Article:
 - 1) §§ 6-101 through 6-104, 6-201 through 6-205, 6-409 (various crimes against property);
 - 2) any crime within Title 7, Subtitle 1 (various crimes involving theft);
 - 3) §§ 7-301 through 7-303, 7-313 through 7-317 (various crimes involving telecommunications and electronics);
 - 4) §§ 8-201 through 8-302, 8-501 through 8-523 (various crimes involving fraud);
 - 5) §§9-101 through 9-417, 9-601 through 9-604, 9-701 through 9-706.1 (various crimes against public administration); or
 - 6) A crime of violence as defined in CL § 14-101(a);
 - 7) Any crime within Title 3, Subtitle 3 (sexual crimes).

3.6.3 On-Site Security Requirement(s)

- a) For the conditions noted below, Contractor Personnel may be barred from entrance or leaving any site until such time that the State's conditions and queries are satisfied.
 - 1) Contractor Personnel may be subject to random security checks when entering and leaving State secured areas. The State reserves the right to require Contractor Personnel to be accompanied while in secured premises.
 - 2) Some State sites, especially those premises of the Department of Public Safety and Correctional Services, require each person entering the premises to document and inventory items (such as tools and equipment) brought onto the site, and to submit to a physical search of his or her person. Therefore, Contractor Personnel shall always have available an inventory list of tools being brought onto a site and be prepared to present the inventory list to the State staff or an officer upon arrival for review, as well as present the tools or equipment for inspection. Before leaving the site, the Contractor Personnel will again present the inventory list and the tools or equipment for inspection. Upon both entering the site and leaving the site, State staff or a correctional

or police officer may search Contractor Personnel. Depending upon facility rules, specific tools or personal items may be prohibited from being brought into the facility.

- b) Any Contractor Personnel who enters the premises of a facility under the jurisdiction of the Department may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the Department.
- c) Further, Contractor Personnel shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the agency that control the facility to which the Contractor Personnel seeks access. The failure of any of the Contractor Personnel to comply with any provision of the Contract is sufficient grounds for the State to immediately terminate the Contract for default.

3.6.4 Information Technology

3.6.4.1 The Contractor shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State. The Contractor shall complete any necessary paperwork as directed and coordinated with the Contract Monitor to obtain approval by the State to connect Contractor-owned equipment to a State LAN/WAN.

3.6.4.2 The Contractor shall implement administrative, physical, and technical safeguards to protect State data that are no less rigorous than accepted industry best practices for information security. The Contractor, and Contractor Personnel, shall (i) abide by all applicable federal, State and local laws, rules and regulations concerning security of Information Systems and Information Technology, (ii) comply with, and adhere to the State IT Security Policy and Standards as each may be amended or revised from time to time. Updated and revised versions of the State IT Policy and Standards are available online at www.doit.maryland.gov – keyword: Security Policy.

3.7 Problem Escalation Procedure

- 3.7.1 The Contractor must provide and maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the State within appropriate timeframes.
- 3.7.2 The Contractor shall provide contact information to the Contract Monitor, as well as to other State personnel as directed should the Contract Monitor not be available.
- 3.7.3 The Contractor shall provide the PEP no later than ten (10) Business Days after notice of recommended award or after the date of the Notice to Proceed, whichever is earlier. The PEP, including any revisions thereto, must also be provided within ten (10) Business Days after the start of each Contract year and within ten (10) Business Days after any change in circumstance which changes the PEP. The PEP shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. The PEP shall include:
 - a) The process for establishing the existence of a problem;
 - b) Names, titles, and contact information for progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem;

- c) For each individual listed in the Contractor's PEP, the maximum amount of time a problem will remain unresolved with that individual before the problem escalates to the next contact person listed in the Contractor's PEP;
 - d) Expedited escalation procedures and any circumstances that would trigger expediting them;
 - e) The method of providing feedback on resolution progress, including the frequency of feedback to be provided to the State;
 - f) Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays) and on an emergency basis; and
 - g) A process for updating and notifying the Contract Monitor of any changes to the PEP.
- 3.7.4 Nothing in this section shall be construed to limit any rights of the Contract Monitor or the State which may be allowed by the Contract or applicable law.

3.8 SOC 2 Type 2 Audit Report

- 3.8.1 A SOC 2 Type 2 Audit applies to the Contract. The applicable trust services criteria are: Confidentiality and Privacy.
- 3.8.2 In the event the Contractor provides services for identified critical functions, handles Sensitive Data, or hosts any related implemented system for the State under the Contract, the Contractor shall have an annual audit performed by an independent audit firm of the Contractor's handling of Sensitive Data or the Department's critical functions. Critical functions are identified as all aspects and functionality of the Solution including any add-on modules and shall address all areas relating to Information Technology security and operational processes. These services provided by the Contractor that shall be covered by the audit will collectively be referred to as the "Information Functions and Processes." Such audits shall be performed in accordance with audit guidance: Reporting on an Examination of Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality, or Privacy (SOC 2) as published by the American Institute of Certified Public Accountants (AICPA) and as updated from time to time, or according to the most current audit guidance promulgated by the AICPA or similarly-recognized professional organization, as agreed to by the Department, to assess the security of outsourced client functions or data (collectively, the "Guidance") as follows:
- a) The type of audit to be performed in accordance with the Guidance is a SOC 2 Type 2 Audit (referred to as the "SOC 2 Audit" or "SOC 2 Report"). All SOC2 Audit Reports shall be submitted to the Contract Monitor as specified in Section F below. The initial SOC 2 Audit shall be completed within a timeframe to be specified by the State. The audit period covered by the initial SOC 2 Audit shall start with the Contract Effective Date unless otherwise agreed to in writing by the Contract Monitor. All subsequent SOC 2 Audits after this initial audit shall be performed at a minimum on an annual basis throughout the Term of the Contract, and shall cover a 12-month audit period or such portion of the year that the Contractor furnished services.
 - b) The SOC 2 Audit shall report on the suitability of the design and operating effectiveness of controls over the Information Functions and Processes to meet the requirements of the Contract, including the Security Requirements identified in **Section 3.7**, relevant to the trust services criteria identified in 3.9.1: as defined in the aforementioned Guidance.
 - c) The audit scope of each year's SOC 2 Report may need to be adjusted (including the inclusion or omission of the relevant trust services criteria of Security, Availability, Processing Integrity, Confidentiality, and Privacy) to accommodate any changes to the

environment since the last SOC 2 Report. Such changes may include but are not limited to the addition of Information Functions and Processes through modifications to the Contract or due to changes in Information Technology or the operational infrastructure. The Contractor shall ensure that the audit scope of each year's SOC 2 Report engagement shall accommodate these changes by including in the SOC 2 Report all appropriate controls related to the current environment supporting the Information Functions and/or Processes, including those controls required by the Contract.

- d) The scope of the SOC 2 Report shall include work performed by any subcontractors that provide essential support to the TO Contractor or essential support to the Information Functions and Processes provided to the Department under the Contract. The Contractor shall ensure the audit includes all such subcontractors operating in performance of the Contract.
- e) All SOC 2 Audits, including those of the Contractor, shall be performed at no additional expense to the Department.
- f) The Contractor shall provide to the Contract Monitor, within 30 calendar days of the issuance of each SOC 2 Report, a complete copy of the final SOC 2 Report(s) and a documented corrective action plan addressing each audit finding or exception contained in the SOC 2 Report. The corrective action plan shall identify in detail the remedial action to be taken by the Contractor along with the date(s) when each remedial action is to be implemented.
- g) If the Contractor currently has an annual, independent information security assessment performed that includes the operations, systems, and repositories of the Information Functions and Processes being provided to the Department under the Contract, and if that assessment generally conforms to the content and objective of the Guidance, the Department will determine in consultation with appropriate State government technology and audit authorities whether the Contractor's current information security assessments are acceptable in lieu of the SOC 2 Report(s).
- h) If the Contractor fails during the Contract term to obtain an annual SOC 2 Report by the date specified in **Section 3.9.2.A**, the Department shall have the right to retain an independent audit firm to perform an audit engagement of a SOC 2 Report of the Information Functions and Processes utilized or provided by the Contractor and under the Contract. The Contractor agrees to allow the independent audit firm to access its facility/ies for purposes of conducting this audit engagement(s), and will provide the necessary support and cooperation to the independent audit firm that is required to perform the audit engagement of the SOC 2 Report. The Department will invoice the Contractor for the expense of the SOC 2 Report(s), or deduct the cost from future payments to the Contractor.
- i) Provisions in **Section 3.9.1-2** shall survive expiration or termination of the Contract. Additionally, the Contractor shall flow down the provisions of **Section 3.9.1-2** (or the substance thereof) in all subcontracts.

3.9 Minority Business Enterprise (MBE) Reports

THIS SECTION IS INAPPLICABLE TO THIS IFB.

3.10 Veteran Small Business Enterprise (VSBE) Reports

THIS SECTION IS INAPPLICABLE TO THIS IFB.

3.11 Additional Clauses

3.11.1 The State of Maryland's Commitment to Purchasing Environmentally Preferred Products and Services (EPPs)

[Maryland's State Finance & Procurement Article §14-410](#) defines environmentally preferable purchasing as "the procurement or acquisition of goods and services that have a lesser or reduced effect on human health and the environment when compared with competing goods or services that serve the same purpose." Accordingly, Bidders are strongly encouraged to offer EPPs to fulfill this contract, to the greatest extent practicable.

3.11.2 No-Cost Extensions

In accordance with BPW Advisory 1995-1 item 7.b, in the event there are unspent funds remaining on the Contract, prior to the Contract's expiration date the Procurement Officer may modify the Contract to extend the Contract beyond its expiration date for a period up to, but not exceeding, one-third of the base term of the Contract (e.g., eight-month extension on a two-year contract) for the performance of work within the Contract's scope of work. Notwithstanding anything to the contrary, no funds may be added to the Contract in connection with any such extension.

3.11.3 Prison Rape Elimination Act (PREA)

- a) Pursuant to Prison Rape Elimination Act (PREA) Juvenile Facility Standards §115.387 and §115.388, the Department is mandated to collect data for every allegation of sexual abuse occurring in its facilities. This data must include, at a minimum, the data required to answer all questions from the most recent version of the Survey of Sexual Victimization conducted by the Department of Justice Bureau of Statistics. Additionally, the Department is required to obtain incident-based and aggregate data from contracted private providers. A copy of the federal PREA law, Public Law 108-79, codified as 42 USC 15601 can be found on the following website:
<http://www.gpo.gov/fdsys/pkg/PLAW-108publ79/pdf/PLAW-108publ79.pdf>
- a) The Contractor and any staff working at any facility under this IFB shall review the Elimination and Reporting of Sexual Abuse and Harassment-PREA Juvenile Facility Standards Compliance Policy NUMBER: RF-701-18, complete and sign the PREA disclosure form and the policy acknowledgement page.2 within ten (10) business days upon recommendation for contract award and then annually no later than July 10th of each year to the Contract Monitor.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

4 Procurement Instructions

4.1 Pre-Bid Conference

- 4.1.1 A Virtual pre-Bid conference (Conference) will be held at the date, time, and location indicated on the Key Information Summary Sheet.
- 4.1.2 Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their Bids. If the solicitation includes an MBE goal, failure to attend the Conference will be taken into consideration as part of the evaluation of a bidder's good faith efforts if there is a waiver request.
- 4.1.3 It is highly recommended that ALL Prime Contractors bring their intended subcontractors to the Conference/Site Visit to ensure that all parties understand the requirements of the contract and the MBE Goal.
- 4.1.4 MBE subcontractors are encouraged to attend the Conference to market their participation to potential Prime Contractors.
- 4.1.5 Following the Conference, the attendance record and summary of the Conference will be distributed via the same mechanism described for amendments and questions (see Section 4.2.1 eMMA).
- 4.1.6 Those wishing to attend the Conference may request a meeting invitation by emailing Dieudonne Mwaha at dieudonne.mwaha@maryland.gov no later than **2:00 PM on 5/16/2022**. An invitation e-mail is required for registration, and therefore attendance. Upon receipt of the email, the Procurement Officer will reply with a registration email with a link that may be used to register for the Conference. Registration must be completed by **2:00 PM on 5/17/2022**.

4.2 eMaryland Marketplace Advantage (eMMA)

- 4.2.1 eMMA is the electronic commerce system for the State of Maryland. The IFB, Conference summary and attendance sheet, Bidders' questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be made available via eMMA.
- 4.2.2 In order to receive a contract award, a vendor must be registered on eMMA. Registration is free. Go to emma.maryland.gov, click on "New Vendor? Register Now" to begin the process, and then follow the prompts.

4.3 Questions

- 4.3.1 All questions, including concerns regarding any applicable MBE or VSBE participation goals, shall identify in the subject line the Solicitation Number and Title (22-Multi-CS-BH-001 - Sex Offense Specific Treatment Services at Multiple Regions), and shall be submitted in writing via e-mail to the Procurement Officer at least five (5) days prior to the Bid due date. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Bid due date.
- 4.3.2 Answers to all questions that are not clearly specific only to the requestor will be distributed via the same mechanism as for IFB amendments, and posted on eMMA.

- 4.3.3 The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the Department unless it issues an amendment in writing.

4.4 Procurement Method

A Contract will be awarded in accordance with the Competitive Sealed Bidding method under COMAR 21.05.02.

4.5 Bid Due (Closing) Date and Time

- 4.5.1 Bids, in the number and form set forth in **Section 5 Bid Format**, must be received by the Procurement Officer no later than the Bid due date and time indicated on the Key Information Summary Sheet in order to be considered.
- 4.5.2 Requests for extension of this date or time shall not be granted.
- 4.5.3 Bidders submitting Bids should allow sufficient delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, Bids received after the due date and time listed in the Key Information Summary Sheet will not be considered.
- 4.5.4 The date and time of an eMMA submission is determined by the date and time of upload to eMMA as indicated on the Key Information Summary Sheet.
- 4.5.5 Bids may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set forth in the Key Information Summary Sheet for receipt of Bids.
- 4.5.6 Bids may not be submitted by e-mail or facsimile. Bids will be opened publicly at the date and time indicated on the Key Information Summary Sheet.
- 4.5.7 Potential Bidders not responding to this solicitation are requested to submit the “No Bid Notice/Vendor Feedback” form, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements).

4.6 Multiple or Alternate Bids

Multiple or alternate Bids will not be accepted. Submitting a bid for each Region or more than one Region is not considered a multiple bid. (See Sections 2.1.3).

4.7 Receipt, Opening and Recording of Bids

- 4.7.1 Upon receipt, each Bid and any timely modification(s) to a Bid shall be stored in a secure place until the time and date set for bid opening. Before Bid opening, the State may not disclose the identity of any Bidder.
- 4.7.2 Bids shall be opened publicly, at the time, date and place designated in the IFB Key Information Summary Sheet (near the beginning of the solicitation, after the Title Page and Notice to Vendors). The name of each Bidder, the Total Bid Price, and such other information as is deemed appropriate shall be read aloud or otherwise made available and recorded at the time of bid opening.

4.8 Confidentiality of Bids / Public Information Act Notice

- 4.8.1 The Bidder should give specific attention to the clear identification of those portions of its Bid that it considers confidential and/or proprietary commercial information or trade

secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Md. Code Ann., General Provisions Article, Title 4. This information should be identified by page number and placed in the Transmittal Letter with the Bid.

- 4.8.2 The Bids shall be tabulated or a Bid abstract made. The opened Bids shall be available for public inspection at a reasonable time after Bid opening, but in any case before contract award, except to the extent the Bidder designates trade secrets or other proprietary data to be confidential as set forth in this solicitation. Material so designated as confidential shall accompany the Bid and shall be readily separable from the Bid in order to facilitate public inspection of the non-confidential portion of the Bid, including the Total Bid Price.
- 4.8.3 For requests for information made under the PIA, the Procurement Officer shall examine the Bids to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data identified in writing. Nondisclosure is permissible only if approved by the Office of the Attorney General.

4.9 Award Basis

- 4.9.1 The Department intends to make up to nine (9) awards. A Bidder may submit a Bid for any Region. The Contract shall be awarded to the responsible Bidder submitting a responsive Bid with the most favorable Total Bid Price (as referenced in COMAR 21.05.02.13) for providing the goods and services as specified in this IFB. **Although the Department intends to make an award for each Region, the Department reserves the right to award a Contract to a Bidder proposing to provide services for one or more Regions,** if such Bidder is found to be the most favorable in Total Bid Price within each Regional Area (see **Attachment B – Bid Form**).
- 4.9.2 Award of this contract will not be final and complete until after: (1) the Contractor submits complete and satisfactory documentation required under the Contract and/or documentation required by the Procurement Officer; and (2) the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required.

4.10 Tie Bids

Tie Bids will be decided pursuant to COMAR 21.05.02.14.

4.11 Duration of Bids

Bids submitted in response to this IFB are irrevocable for the latest of the following: 120 days following the Bid due date and time or the date any protest concerning this IFB is finally resolved. This period may be extended at the Procurement Officer's request only with the Bidder's written agreement.

4.12 Revisions to the IFB

- 4.12.1 If the IFB is revised before the due date for Bids, the Department shall post any addenda to the IFB on eMMA and shall endeavor to provide such addenda to all prospective Bidders that were sent this IFB or are otherwise known by the Procurement Officer to have obtained this IFB. It remains the responsibility of all prospective Bidders to check eMMA for any addenda issued prior to the submission of Bids.
- 4.12.2 Bidders shall acknowledge the receipt of all addenda to this IFB issued before the Bid due date.

- 4.12.3 Failure to acknowledge receipt of an addendum does not relieve the Bidder from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Bid to be deemed not responsive.

4.13 Cancellations

- 4.13.1 The State reserves the right to cancel this IFB, accept or reject any and all Bids, in whole or in part, received in response to this IFB and to waive or permit the cure of minor irregularities.
- 4.13.2 In the event a government entity proposes and receives the recommendation for award, the procurement may be cancelled and the award processed in accordance with COMAR 21.01.03.01.A(4).
- 4.13.3 If the services that are the subject of the IFB are currently being provided under an interagency agreement with a public institution of higher education and the State determines that the services can be provided more cost effectively by the public institution of higher education, then the IFB may be cancelled in accordance with Md. Code Ann., State Finance and Procurement Art., § 3-207(b)(2).

4.14 Incurred Expenses

The State will not be responsible for any costs incurred by any Bidder in preparing and submitting a Bid or performing any other activities related to submitting a Bid in response to this solicitation.

4.15 Protest/Disputes

Any protest or dispute related to this solicitation or the Contract award shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

4.16 Bidder Responsibilities

- 4.16.1 Bidders must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Bidder shall be responsible for Contract performance including any subcontractor participation.
- 4.16.2 If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate Attachment(s) to this IFB (see **Section 4.26** “MBE Participation Goal” and **Section 4.27** “VSBE Goal”).
- 4.16.3 If the Bidder is the subsidiary of another entity, all information submitted by the Bidder, including but not limited to references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Bidder, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Bidder’s Bid shall contain an explicit statement, signed by an authorized representative of the parent organization, stating that the parent organization will guarantee the performance of the subsidiary.
- 4.16.4 A parental guarantee of the performance of the Bidder under this Section will not automatically result in crediting the Bidder with the experience or qualifications of the parent under any evaluation criteria pertaining to the actual Bidder’s experience and qualifications. Instead, the Bidder’s responsibility will be assessed to the extent to which the State determines that the experience and qualifications of the parent are applicable to and shared with the Bidder, any stated intent by the parent to be directly involved in the

performance of the Contract, and the value of the parent's participation as determined by the State.

4.17 Acceptance of Terms and Conditions

- 4.17.1 By submitting a Bid in response to this IFB, the Bidder, if selected for award, shall be deemed to have accepted the terms and conditions of this IFB and the Contract, attached hereto as **Attachment M**. Any exceptions to this IFB or the Contract must be raised prior to Bid submission. Changes to the solicitation, including the Bid Form or Contract, made by the Bidder may result in Bid rejection.

4.18 Bid/Proposal Affidavit

A Bid submitted by the Bidder must be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as **Attachment C** of this IFB.

4.19 Contract Affidavit

All Bidders are advised that if a Contract is awarded as a result of this solicitation, the successful Bidder will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as **Attachment N** of this IFB. This Affidavit must be provided within five (5) Business Days of notification of recommended award. For purposes of completing Section "B" of this Affidavit (Certification of Registration or Qualification with the State Department of Assessments and Taxation), a business entity that is organized outside of the State of Maryland is considered a "foreign" business.

4.20 Compliance with Laws/Arrearages

By submitting a Bid in response to this IFB, the Bidder, if selected for award, agrees that it will comply with all federal, State, and local laws applicable to its activities and obligations under the Contract.

By submitting a response to this solicitation, each Bidder represents that it is not in arrears in the payment of any obligations due and owing the State, including the payment of taxes and employee benefits, and shall not become so in arrears during the term of the Contract if selected for Contract award.

4.21 Verification of Registration and Tax Payment

Before a business entity can do business in the State, it must be registered with the State Department of Assessments and Taxation (SDAT). SDAT is located at State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. For registration information, visit <https://www.egov.maryland.gov/businessexpress>.

It is strongly recommended that any potential Bidder complete registration prior to the Bid due date and time. The Bidder's failure to complete registration with SDAT may disqualify an otherwise successful Bidder from final consideration and recommendation for Contract award.

4.22 False Statements

Bidders are advised that Md. Code Ann., State Finance and Procurement Article, § 11-205.1 provides as follows:

4.22.1 In connection with a procurement contract a person may not willfully:

- a) Falsify, conceal, or suppress a material fact by any scheme or device.
- b) Make a false or fraudulent statement or representation of a material fact.

- c) Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- 4.22.2 A person may not aid or conspire with another person to commit an act under **Section 4.22.1**.
- 4.22.3 A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years or both.

4.23 Payments by Electronic Funds Transfer

By submitting a Bid in response to this solicitation, the Bidder, if selected for award:

- 4.23.1 Agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is mandatory for contracts exceeding \$200,000. The successful Bidder shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form.
- 4.23.2 Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller's website at:
http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/Static_Files/GADX10Form20150615.pdf.

4.24 Prompt Payment Policy

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Small, Minority & Women Business Affairs (GOSBA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor shall comply with the prompt payment requirements outlined in the Contract, Section 31 "Prompt Pay Requirements" (see **Attachment M**). Additional information is available on GOSBA's website at:
<http://www.gomdsmallbiz.maryland.gov/documents/legislation/promptpaymentfaqs.pdf>.

4.25 Electronic Procurements Authorized

- 4.25.1 Under COMAR 21.03.05, unless otherwise prohibited by law, the Department may conduct procurement transactions by electronic means, including the solicitation, proposing, award, execution, and administration of a contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.
- 4.25.2 Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Bidder to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or Contract. In the case of electronic transactions authorized by this IFB, electronic records and signatures by an authorized representative satisfy a requirement for written submission and signatures.
- 4.25.3 "Electronic means" refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting

transactions. Electronic means includes e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://procurement.maryland.gov>), and electronic data interchange.

- 4.25.4 In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., IFB § 4.23 describing payments by Electronic Funds Transfer), the following transactions are authorized to be conducted by electronic means on the terms as authorized in COMAR 21.03.05:

The Procurement Officer may conduct the procurement using eMMA or e-mail to issue:

- 1) The IFB;
- 2) Any amendments;
- 3) Pre-Bid conference documents;
- 4) Questions and responses;
- 5) Communications regarding the solicitation or Bid to any Bidder or potential Bidder;
- 6) Notices of award selection or non-selection; and
- 7) The Procurement Officer's decision on any Bid protest or Contract claim.

The Bidder or potential Bidder may use eMMA to:

- 8) Submit Bids;
- 9) Ask questions regarding the solicitation;
- 10) Reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer's request or direction to reply by e-mail or through eMMA, but only on the terms specifically approved and directed by the Procurement Officer and;
- 11) Submit a "No Bid Notice/Vendor Feedback Form" to the IFB.

The Procurement Officer, the Contract Monitor, and the Contractor may conduct day-to-day Contract administration, except as outlined in **Section 4.25.3** of this subsection, utilizing e-mail, or other electronic means if authorized by the Procurement Officer or Contract Monitor.

- 4.25.5 The following transactions related to this procurement and any Contract awarded pursuant to it are **not authorized** to be conducted by electronic means:

- A. Any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Bidder be provided in writing or hard copy.

- 4.25.6 Any e-mail transmission is only authorized to the e-mail addresses for the identified person as provided in the solicitation, the Contract, or in the direction from the Procurement Officer or Contract Monitor.

4.26 MBE Participation Goal

There is no MBE subcontractor participation goal for this procurement.

4.27 VSBE Participation Goal

There is no VSBE subcontractor participation goal for this procurement.

4.28 Living Wage Requirements

- a) Maryland law requires that contractors meeting certain conditions pay a living wage to covered employees on State service contracts over \$100,000. Maryland Code Ann., State Finance and Procurement Article, § 18-101 et al. The Commissioner of Labor and Industry at the Department of Labor requires that a contractor subject to the Living Wage law submit payroll records for covered employees and a signed statement indicating that it paid a living wage to covered employees; or receive a waiver from Living Wage reporting requirements. See COMAR 21.11.10.05.
- b) If subject to the Living Wage law, Contractor agrees that it will abide by all Living Wage law requirements, including but not limited to reporting requirements in COMAR 21.11.10.05. Contractor understands that failure of Contractor to provide such documents is a material breach of the terms and conditions and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions. Information pertaining to reporting obligations may be found by going to the Maryland Department of Labor website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml>.
- c) Additional information regarding the State's living wage requirement is contained in **Attachment F**. Bidders must complete and submit the Maryland Living Wage Requirements Affidavit of Agreement (**Attachment F-1**) with their Bids. If the Bidder fails to complete and submit the required documentation, the State may determine the Bidder to not be responsible under State law.
- d) Contractors and subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier area. The specific living wage rate is determined by whether a majority of services take place in a Tier 1 Area or a Tier 2 Area of the State. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State.
 - 1) The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State Contract pursuant to §18-102(d) of the State Finance and Procurement Article shall assign the tier based upon where the recipients of the services are located. If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. In this circumstance, the Contract will be determined to be a Tier 1 Contract.
 - 2) The Contract will be determined to be a Tier 1 Contract or a Tier 2 Contract depending on the location(s) from which the Contractor provides 50% or more of the services. The Bidder must identify in its Bid the location(s) from which services will be provided, including the location(s) from which 50% or more of the Contract services will be provided.
 - 3) If the Contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the Contract will be a Tier 1 Contract.
 - 4) If the Contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the Contract will be a Tier 2 Contract.
- e) If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. See COMAR 21.11.10.07.

- f) The Bidder shall identify in the Bid the location from which services will be provided.
- g) **NOTE:** Whereas the Living Wage may change annually, the Contract price will not change because of a Living Wage change or a change in the State minimum wage. The Contractor shall be responsible for any wage/rate increase during the term of the Contract and such increase may not be passed on to the State.

4.29 Federal Funding Acknowledgement

This Contract does not contain federal funds.

4.30 Conflict of Interest Affidavit and Disclosure

- 4.30.1 The Bidder shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment H**) and submit it with its Bid.
- 4.30.2 By submitting a Conflict of Interest Affidavit and Disclosure, the Contractor shall be construed as certifying all Contractor Personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.
- 4.30.3 Additionally, a Contractor has an ongoing obligation to ensure that all Contractor Personnel are without conflicts of interest prior to providing services under the Contract. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.
- 4.30.4 Participation in Drafting of Specifications: Disqualifying Event: Bidders are advised that Md. Code Ann. State Finance and Procurement Article §13-212.1(a) provides generally that “an individual who assists an executive unit in the drafting of specifications, an invitation for bids, a request for proposals for a procurement, or the selection or award made in response to an invitation for bids or a request for proposals, or a person that employs the individual, may not: (1) submit a bid or proposal for that procurement; or (2) assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement.” Any Bidder submitting a Bid in violation of this provision shall be classified as “not responsible.”

4.31 Non-Disclosure Agreement

4.31.1 Non-Disclosure Agreement (Contractor)

All Bidders are advised that this solicitation and any Contract(s) are subject to the terms of the Non-Disclosure Agreement (NDA) contained in this solicitation as **Attachment I**. This Agreement must be provided within five (5) Business Days of notification of recommended award; however, to expedite processing, it is suggested that this document be completed and submitted with the Bid.

4.32 HIPAA - Business Associate Agreement

Based on the determination by the Department that the functions to be performed in accordance with this solicitation constitute Business Associate functions as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the recommended awardee shall execute a Business Associate Agreement as required by HIPAA regulations at 45 C.F.R. §164.500 *et seq.* and set forth in **Attachment J**. This Agreement must be provided within five (5) Business Days of notification of proposed Contract award. However, to expedite processing, it is suggested that this document be completed and submitted with the Bid. Should the Business Associate Agreement not be submitted upon expiration of the five (5) Business Day period as required by this solicitation, the Procurement Officer, upon review of the Office of the Attorney General and approval of the Secretary, may withdraw the

recommendation for award and make the award to the responsible Bidder with the next highest overall-ranked Bid.

4.33 Nonvisual Access

This solicitation does not contain Information Technology (IT) provisions requiring Nonvisual Access.

4.34 Mercury and Products That Contain Mercury

This solicitation does not include the procurement of products known to likely include mercury as a component.

4.35 Location of the Performance of Services Disclosure

The Bidder is required to complete the Location of the Performance of Services Disclosure. A copy of this Disclosure is included as **Attachment L**. The Disclosure must be provided with the Bid.

4.36 Department of Human Services (DHS) Hiring Agreement

All Bidders are advised that if a Contract is awarded as a result of this solicitation, the successful Bidder will be required to complete a DHS Hiring Agreement. A copy of this Agreement is included as **Attachment O**. This Agreement must be provided within five (5) Business Days of notification of recommended award.

4.37 Small Business Reserve (SBR) Procurement

This solicitation is not designated as a Small Business Reserve (SBR) Procurement.

4.38 Maryland Healthy Working Families Act Requirements

On February 11, 2018, the Maryland Healthy Working Families Act went into effect. All Bidders should be aware of how this Act could affect your potential contract award with the State of Maryland. See the Department of Labor, Licensing and Regulations web site for Maryland Healthy Working Families Act Information: <http://dllr.maryland.gov/paidleave/>.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

5 Bid Format

5.1 One Part Submission

Each Bidder shall submit its Bid with all Required Bid Submissions (see IFB Section 5.4) online via the State's internet based electronic procurement system, eMMA using the following link:

<https://emma.maryland.gov/page.aspx/en/usr/login>

5.2 Labeling

5.2.1 Each Bidder is required to label its Bid with the IFB title and number, name and address of the Bidder.

5.3 Bid Price Form

The Bid shall contain all price information in the format specified on the Bid Form. The Bidder shall complete the Bid Form only as provided in the Bid Pricing Instructions and the Bid Form. Do not amend, alter, or leave blank any items on the Bid Form or include additional clarifying or contingent language on or attached to the Bid Form. Failure to adhere to any of these instructions may result in the Bid being determined to be non-responsive and rejected by the Department.

5.4 Required Bid Submission

5.4.1 A Bidder shall include the following with its Bid:

5.4.1 **Bidder Information Sheet** (see **Appendix 2**).

5.4.2 **Acknowledgement** of all addenda to this IFB.

5.4.3 **Minimum Qualifications Documentation.** The Bidder shall submit any Minimum Qualifications documentation that may be required, as set forth in IFB **Section 1**. If references are required in **IFB Section 1**, those references shall be submitted in this section and shall contain the information described in both **Section 1**.

5.4.4 **Completed Required Attachments.** Submit a signed copy of each of the following documents:

- 1) Completed Bid Form (**Attachment B**).
- 2) Completed Bid Affidavit (**Attachment C**).
- 3) Completed Maryland Living Wage Requirements Affidavit of Agreement (**Attachment F-1**) if applicable.

5.4.5 **Additional Document *If Required.** Submit a copy of each with original signatures, if required. *See appropriate IFB section to determine whether the document is required for this procurement.

- 1) A Signed Statement from the Bidder's Parent Organization Guaranteeing Performance of the Bidder. *see IFB section 4.16
- 2) Completed MDOT Certified MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**) *see IFB section 4.26
- 3) Completed Federal Funds Attachment (**Attachment G**) *see IFB section 4.29
- 4) Completed Conflict of Interest Affidavit and Disclosure (**Attachment H**) *see IFB section 4.30
- 5) Completed Mercury Affidavit (**Attachment K**) *see IFB section 4.34

- 6) Completed Veteran-Owned Small Business Enterprise (VSBE) Utilization Affidavit and Prime/Subcontractor Participation Schedule (**Attachment E-1**) *see IFB section 4.27
- 7) Completed Location of the Performance of Services Disclosure (**Attachment L**) *see IFB section 4.35.

5.4.6 **References.** At least three (3) references are requested from customers who are capable of documenting the Bidder's ability to provide the goods and services specified in this IFB. References used to meet any Minimum Qualifications (see IFB **Section 1**) may be used to meet this request. Each reference shall be from a client for whom the Bidder has provided goods and services within the past five (5) years and shall include the following information:

- 1) Name of client organization;
- 2) Name, title, telephone number, and e-mail address, if available, of point of contact for client organization; and
- 3) Value, type, duration, and description of goods and services provided.

The Department reserves the right to request additional references or utilize references not provided by the Bidder. Points of contact must be accessible and knowledgeable regarding Bidder performance.

5.4.7 **List of Current or Prior State Contracts.** Provide a list of all contracts with any entity of the State of Maryland for which the Bidder is currently performing goods and services or for which services have been completed within the last five (5) years. For each identified contract, the Bidder is to provide:

- 1) The State contracting entity;
- 2) A brief description of the goods and services provided;
- 3) The dollar value of the contract;
- 4) The term of the contract;
- 5) The State employee contact person (name, title, telephone number, and, if possible, e-mail address); and
- 6) Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

Information obtained regarding the Bidder's level of performance on State contracts will be used by the Procurement Officer to determine the responsibility of the Bidder and considered as part of the experience and past performance evaluation criteria of the IFB.

5.4.8 **Financial Capability.** The Bidder must include in its Bid a commonly-accepted method to prove its fiscal integrity. If available, the Bidder shall include Financial Statements, preferably a Profit and Loss (P&L) statement and a Balance Sheet, for the last two (2) years (independently audited preferred).

In addition, the Bidder may supplement its response to this Section by including one or more of the following with its response:

- 1) Dun & Bradstreet Rating;
- 2) Standard and Poor's Rating;
- 3) Lines of credit;

- 4) Evidence of a successful financial track record; and
 - 5) Evidence of adequate working capital.
- 5.4.9 **Certificate of Insurance.** The Bidder shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Bid submission date. The current insurance types and limits do not have to be the same as described in **Section 3.6**. See **Section 3.6** for the required insurance certificate submission for the apparent awardee.
- 5.4.10 **Subcontractors.** The Bidder shall provide a complete list of all subcontractors that will work on the Contract if the Bidder receives an award, including those utilized in meeting the MBE and VSBE subcontracting goal(s), if applicable. This list shall include a full description of the duties each subcontractor will perform and why/how each subcontractor was deemed the most qualified for this project. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate attachment(s) of this IFB.
- 5.4.11 **Legal Action Summary.** This summary shall include:
- 1) A statement as to whether there are any outstanding legal actions or potential claims against the Bidder and a brief description of any action;
 - 2) A brief description of any settled or closed legal actions or claims against the Bidder over the past five (5) years;
 - 3) A description of any judgments against the Bidder within the past five (5) years, including the court, case name, complaint number, and a brief description of the final ruling or determination; and
 - 4) In instances where litigation is ongoing and the Bidder has been directed not to disclose information by the court, provide the name of the judge and location of the court.

5.5 Delivery

- 5.5.1 Bids shall only be accepted via the State's internet based electronic procurement system, eMMA. Bidders may not mail or hand-deliver Bids.
- 5.5.2 Bidders shall provide their Bids in one envelope through eMMA following the [Quick Reference Guides](#) (QRG) labelled "**4 - eMMA QRG Responding to Solicitations (IFB)**" for single envelope submissions.

5.6 Documents Required upon Notice of Recommendation for Contract Award

Upon receipt of a notification of recommendation for contract award, the following documents shall be completed and submitted by the recommended awardee within five (5) business days, unless noted otherwise. Submit one (1) electronic copy of each of the following documents:

- A. Signed contract (Attachment M),
- B. Completed Contract Affidavit (Attachment N),
- C. Signed Non-Disclosure Agreement (Attachment I), if applicable; see IFB Section 4.31,
- D. Signed HIPAA Business Associate Agreement (Attachment J), if applicable; see IFB Section 4.32,
- E. Completed DHR Hiring Agreement, Attachment O, if applicable see IFB Section 4.36, and

- F. Copy of a current certificate of insurance with the prescribed limits set forth in IFB Section 3.1 “Insurance Requirements,” listing the State as an Additional Insured, if applicable; see IFB Section 3.1.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

6 Bid Evaluation and Award

6.1 Bid Evaluation Criteria

The Bids will be evaluated based on the Total Bid Price, as per COMAR 21.02.13. All responsible Bidders will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Bid Price as submitted on the **Attachment B** - Bid Form.

6.2 Reciprocal Preference

6.2.1 Although Maryland law does not authorize procuring agencies to favor resident Bidders in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. COMAR 21.05.01.04 permits procuring agencies to apply a reciprocal preference under the following conditions:

- a) The Maryland resident business is a responsible Bidder;
- b) The lowest responsive Bid is from a responsible Bidder whose principal office, or principal base of operations is in another state;
- c) The other state gives a preference to its resident businesses through law, policy, or practice; and
- d) The preference does not conflict with a federal law or grant affecting the procurement Contract.

6.2.2 The preference given shall be identical to the preference that the other state, through law, policy, or practice gives to its resident businesses.

6.3 Award Determination

Award(s) will be made to the responsible Bidder(s) who submit to the State the responsive Bid(s) that has (have) the lowest Total Bid Price.

6.4 Documents Required upon Notice of Recommendation for Contract Award

Upon receipt of a Notification of Recommendation for Contract award, the apparent awardee shall complete and furnish the documents and attestations as directed in Table 1 of **Section 7 – IFB Attachments and Appendices**.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

7 IFB ATTACHMENTS AND APPENDICES

Instructions Page

A Bid submitted by the Bidder must be accompanied by the completed forms and/or affidavits identified as “with Bid” in the “When to Submit” column in Table 1 below. All forms and affidavits applicable to this IFB, including any applicable instructions and/or terms, are identified in the “Applies” and “Label” columns in Table 1.

For documents required as part of the Bid:

Submit one (1) copy of each document with signature(s).

All Bidders are advised that if a Contract is awarded as a result of this solicitation, the successful Bidder will be required to complete certain forms and affidavits after notification of recommended award. The list of forms and affidavits that must be provided is described in Table 1 below in the “When to Submit” column.

For documents required after award, submit one (1) copy of each document within the appropriate number of days after notification of recommended award, as listed in Table 1 below in the “When to Submit” column.

Table 1: IFB ATTACHMENTS AND APPENDICES

Applies?	When to Submit	Label	Attachment Name
Y	Before Bid	A	Pre-Bid Conference Response Form
Y	With Bid	B	Bid Instructions and Form
Y	With Bid	C	Bid/Proposal Affidavit (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf)
N	N/A	D	MBE Forms D-1A
N	N/A	D	MBE Forms D-1B, D-1C, D-2, D-3A, D-3B
N	N/A	D	MBE Forms D-4A, D-4B, D-5
N	N/A	E	Veteran-Owned Small Business Enterprise (VSBE) Form E-1A
N	N/A	E	VSBE Forms E-1B, E-2, E-
Y	With Bid	F	Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf)

Applies?	When to Submit	Label	Attachment Name
N	N/A	G	Federal Funds Attachments
Y	With Bid	H	Conflict of Interest Affidavit and Disclosure (see link at https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf)
Y	5 Business Days after recommended award – However, suggested with Bid	I	Non-Disclosure Agreement (Contractor) (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf)
Y	5 Business Days after recommended award – However, suggested with Bid	J	HIPAA Business Associate Agreement (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-J-HIPAABusinessAssociateAgreement.pdf)
N	N/A	K	Mercury Affidavit
Y	5 Business Days after recommended award – However, suggested with Bid	L	Location of the Performance of Services Disclosure (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-L-PerformanceofServicesDisclosure.pdf)
Y	5 Business Days after recommended award	M	Sample Contract (included in this IFB)
Y	5 Business Days after recommended award	N	Contract Affidavit (see link at https://procurement.maryland.gov/wp-content/uploads/sites/12/2020/03/Attachment-N-Affidavit.pdf)
Y	5 Business Days after recommended award. However, suggested with Bid	O	DHS Hiring Agreement (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-O-DHSHiringAgreement.pdf)
Appendices			
Applies?	When to Submit	Label	Attachment Name
N	n/a	1	Abbreviations and Definitions (included in this IFB)
Y	With Bid	2	Bidder Information Sheet (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_OfferorInformationSheet.pdf)

Applies?	When to Submit	Label	Attachment Name
N	Before Bid, as directed in the IFB.	3	Non-Disclosure Agreement (Bidder)
Additional Submissions			
Applies?	When to Submit	Label	Document Name
Y	5 Business Days after recommended award		Evidence of meeting insurance requirements (see Section 3.6); 1 copy
Y	10 Business Days after recommended award		PEP; 1 copy
N	With deliverables	--	Deliverable Product Acceptance Form (DPAF) (see online at

Attachment A. Pre-Bid Conference Response Form

Solicitation Number: 22-Multi-CS-BH-001

Sex Offense Specific Treatment Services at Multiple Regions

A Virtual Pre-Bid conference will be held on **5/19/2022 at 11:00 AM (EST)**.

Please return this form by **5/16/2022 at 2:00 PM** advising whether or not your firm plans to attend. The completed form should be returned via e-mail or fax to the Procurement Officer at the contact information below:

Dieudonne Mwaha
DJS
E-mail: dieudonne.mwaha@maryland.gov

Please indicate:

_____ Yes, the following representatives will be in attendance.

Attendees.

- 1.
- 2.
- 3.

_____ No, we will not be in attendance.

Please specify whether any reasonable accommodations are requested (see IFB § 4.1“Pre-Bid conference”):

Bidder:

Bidder Name (please print or type)

By:

Signature/Seal

Printed Name:

Printed Name

Title:

Title

Date:

Date

Attachment B. Bid Instructions & Form

B-1 Bid Form

The Bid Form shall contain all price information in the format specified on these pages. Complete the Bid Form only as provided in the Bid Instructions. Do not amend, alter or leave blank any items on the Bid Form. If option years are included, Bidders must submit pricing for each option year. Failure to adhere to any of these instructions may result in the Bid being determined not responsive.

See separate Excel Bid Form labeled **Attachment B – Bid instructions and Form.**

Attachment C. Bid/Proposal Affidavit

See link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf.

Attachment D. Minority Business Enterprise (MBE) Forms
--

There is no MBE subcontractor participation goal for this procurement.

Attachment E. Veteran-Owned Small Business Enterprise (VSBE) Forms

This solicitation does not include a Veteran-Owned Small Business Enterprise goal.

**Attachment F. Maryland Living Wage Affidavit of Agreement for
Service Contracts**

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf> to complete the Affidavit.

- A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.
- B. The Living Wage Law does not apply to:
 - (1) A Contractor who:
 - (a) Has a State contract for services valued at less than \$100,000, or
 - (b) Employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
 - (2) A subcontractor who:
 - (a) Performs work on a State contract for services valued at less than \$100,000,
 - (b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
 - (c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B (3) or C below.
 - (3) Service contracts for the following:
 - (a) Services with a Public Service Company;
 - (b) Services with a nonprofit organization;
 - (c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
 - (d) Services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.
- E. Each Contractor/subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.

- F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.
- H. A Contractor/subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.
- I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml> and clicking on Living Wage for State Service Contracts.

Attachment G. Federal Funds Attachments
--

This solicitation does not include a Federal Funds Attachment.

Attachment H. Conflict of Interest Affidavit and Disclosure

See link at <https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf>.

Attachment I. Non-Disclosure Agreement (Contractor)

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf>.

Attachment J. HIPAA Business Associate Agreement

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-J-HIPAABusinessAssociateAgreement.pdf>.

Attachment K. Mercury Affidavit

This solicitation does not include the procurement of products known to likely include mercury as a component.

Attachment L. Location of the Performance of Services Disclosure

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-L-PerformanceofServicesDisclosure.pdf>.

Attachment M. Contract

DEPARTMENT OF JUVENILE SERVICES (DJS)

Sex Offense Specific Treatment Services at Multiple Regions

22-Multi-CS-BH-001

THIS CONTRACT (the “Contract”) is made this ____ day of _____, 20__ by and between _____ (the “Contractor”) [and Parental Guarantor, if applicable] and the STATE OF MARYLAND, acting through the Department of Juvenile Services (“DJS” or the “Department”).

In consideration of the promises and the covenants herein contained, the adequacy and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. Definitions

In this Contract, the following words have the meanings indicated:

- 1.1 “Bid” means the Contractor’s Bid dated _____ (Bid date).
- 1.2 “COMAR” means Code of Maryland Regulations.
- 1.3 “Contractor” means the entity first named above whose principal business address is (Contractor’s primary address) and whose principal office in Maryland is (Contractor’s local address), whose Federal Employer Identification Number or Social Security Number is (Contractor’s FEIN), and whose eMaryland Marketplace Advantage vendor ID number is (eMMA Number).
- 1.4 “IFB” means the Invitation for Bids for Sex Offense Specific Treatment Services, Solicitation # 22-Multi-CS-BH-001, and any amendments, addenda, and attachments thereto issued in writing by the State.
- 1.5 Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- 1.6 “State” means the State of Maryland.
- 1.7 “Veteran-owned Small Business Enterprise” (VSBE) means A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
- 1.8 Capitalized terms not defined herein shall be ascribed the meaning given to them in the IFB.

2. Scope of Contract

- 2.1 The Contractor shall perform in accordance with this Contract and Exhibits A-C, which are listed below and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall control. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – The IFB

Exhibit B – The Contract Affidavit, executed by the Contractor and dated (date of Attachment C)

Exhibit C – The Bid

- 2.2 The Procurement Officer may, at any time, by written order, make unilateral changes in the work within the general scope of the Contract. No other order, statement, or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable

adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

- 2.3 Without limiting the rights of the Procurement Officer under Section 2.2 above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals by the required agencies as described in COMAR Title 21, are obtained.

3. Period of Performance

- 3.1 The term of this Contract begins on the date the Contract is signed by the Department following any required prior approvals, including approval by the Board of Public Works, if such approval is required (the "Effective Date") and shall continue until _____ ("Initial Term").
- 3.2 The Contractor's performance under the Contract shall commence as of the date provided in a written NTP.
- 3.3 The Contractor's obligation to pay invoices to subcontractors providing products/services in connection with this Contract, as well as the audit; confidentiality; document retention; patents, copyrights & intellectual property; warranty; indemnification obligations; and limitations of liability under this Contract; and any other obligations specifically identified, shall survive expiration or termination of the Contract.

4. Consideration and Payment

- 4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the terms of this Contract and at the prices quoted in the Bid. Unless properly modified (see above Section 2), payment to the Contractor pursuant to this Contract, including the Initial Term and any Renewal Term, shall not exceed the Contracted amount.

The total payment under a fixed price Contract or the fixed price element of a combined fixed price – time and materials Contract shall be the firm fixed price submitted by the Contractor in its Bid.

Contractor shall notify the Contract Monitor, in writing, at least sixty (60) days before payments reach the NTE Amount. After notification by the Contractor, if the State fails to increase the Contract amount, the Contractor shall have no obligation to perform under this Contract after payments reach the stated amount; provided, however, that, prior to the stated amount being reached, the Contractor shall: (a) promptly consult and work in good faith with the Department to establish a plan of action to assure that every reasonable effort is undertaken by the Contractor to complete State-defined critical work in progress prior to the date the NTE Amount will be reached; and (b) when applicable secure databases, systems, platforms, and applications on which the Contractor is working in an industry standard manner so as to prevent damage or vulnerabilities to any of the same due to the existence of any such unfinished work.

- 4.2 Unless a payment is unauthorized, deferred, delayed, or set-off under COMAR 21.02.07, payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the Department's receipt of a proper invoice from the Contractor as required by IFB section 3.3.

The Contractor may be eligible to receive late payment interest at the rate of 9% per annum if:

- (1) The Contractor submits an invoice for the late payment interest within thirty days after the date of the State's payment of the amount on which the interest accrued; and
- (2) A contract claim has not been filed under State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland.

The State is not liable for interest:

- (1) Accruing more than one year after the 31st day after the agency receives the proper invoice; or
- (2) On any amount representing unpaid interest. Charges for late payment of invoices are authorized only as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable.

Final payment under this Contract will not be made until after certification is received from the Comptroller of the State that all taxes have been paid.

Electronic funds transfer shall be used by the State to pay Contractor pursuant to this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.

- 4.3 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.
- 4.4 Payment of an invoice by the Department is not evidence that services were rendered as required under this Contract.

5. Rights to Records

- 5.1 The Contractor agrees that all documents and materials including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, and data prepared by the Contractor for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.
- 5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a Deliverable under this Contract (as defined in **Section 7.2**), and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created as a Deliverable under this Contract are not works made for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.
- 5.3 The Contractor shall report to the Contract Monitor, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.

- 5.4 The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.
- 5.5 Upon termination or expiration of the Contract, the Contractor, at its own expense, shall deliver any equipment, software or other property provided by the State to the place designated by the Procurement Officer.

6. Exclusive Use

- 6.1 The State shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor in connection with this Contract. If any material, including software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the State.
- 6.2 Except as may otherwise be set forth in this Contract, Contractor shall not use, sell, sub-lease, assign, give, or otherwise transfer to any third party any other information or material provided to Contractor by the Department or developed by Contractor relating to the Contract, except as provided for in **Section 8. Confidential or Proprietary Information and Documentation**.

7. Patents, Copyrights, and Intellectual Property

- 7.1. All copyrights, patents, trademarks, trade secrets, and any other intellectual property rights existing prior to the Effective Date of this Contract shall belong to the party that owned such rights immediately prior to the Effective Date (“Pre-Existing Intellectual Property”). If any design, device, material, process, or other item provided by Contractor is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items pursuant to its rights granted under the Contract.
- 7.2 Except for (1) information created or otherwise owned by the Department or licensed by the Department from third parties, including all information provided by the Department to Contractor; (2) materials created by Contractor or its subcontractor(s) specifically for the State under the Contract (“Deliverables”), except for any Contractor Pre-Existing Intellectual Property included therein; and (3) the license rights granted to the State, all right, title, and interest in the intellectual property embodied in the solution, including the know-how and methods by which the solution is provided and the processes that make up the solution, will belong solely and exclusively to Contractor and its licensors, and the Department will have no rights to the same except as expressly granted in this Contract. Any SaaS Software developed by Contractor during the performance of the Contract will belong solely and exclusively to Contractor and its licensors. For all Software provided by the Contractor under the Contract, Contractor hereby grants to the State a nonexclusive, irrevocable, unlimited, perpetual, non-cancelable, and non-terminable right to use and make copies of the Software and any modifications to the Software. For all Contractor Pre-Existing Intellectual Property embedded in any Deliverables, Contractor grants to the State a license to use such Contractor Pre-Existing Intellectual Property in connection with its permitted use of such Deliverable. During the period between delivery of a Deliverable by Contractor and the date of payment therefor by the State in accordance with this Contract (including throughout the duration of any payment dispute discussions), subject to the terms and conditions contained herein, Contractor grants the State a royalty-free, non-exclusive, limited license to use such Deliverable and to use any Contractor Materials contained therein in accordance with this Contract.
- 7.3. Subject to the terms of **Section 10**, Contractor shall defend, indemnify and hold harmless the State and its agents and employees, from and against any and all claims, costs, losses, damages, liabilities,

judgments and expenses (including without limitation reasonable attorneys' fees) arising out of or in connection with any third party claim that the Contractor-provided products/services infringe, misappropriate or otherwise violate any third party intellectual property rights. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent.

- 7.4 Without limiting Contractor's obligations under Section 5.3, if an infringement claim occurs, or if the State or the Contractor believes such a claim is likely to occur, Contractor (after consultation with the State and at no cost to the State): (a) shall procure for the State the right to continue using the allegedly infringing component or service in accordance with its rights under this Contract; or (b) replace or modify the allegedly infringing component or service so that it becomes non-infringing and remains compliant with all applicable specifications.
- 7.5 Except as otherwise provided herein, Contractor shall not acquire any right, title or interest (including any intellectual property rights subsisting therein) in or to any goods, Software, technical information, specifications, drawings, records, documentation, data or any other materials (including any derivative works thereof) provided by the State to the Contractor. Notwithstanding anything to the contrary herein, the State may, in its sole and absolute discretion, grant the Contractor a license to such materials, subject to the terms of a separate writing executed by the Contractor and an authorized representative of the State as well as all required State approvals.
- 7.6 Without limiting the generality of the foregoing, neither Contractor nor any of its subcontractors shall use any Software or technology in a manner that will cause any patents, copyrights or other intellectual property which are owned or controlled by the State or any of its affiliates (or for which the State or any of its subcontractors has received license rights) to become subject to any encumbrance or terms and conditions of any third party or open source license (including, without limitation, any open source license listed on <http://www.opensource.org/licenses/alphabetical>) (each an "Open Source License"). These restrictions, limitations, exclusions and conditions shall apply even if the State or any of its subcontractors becomes aware of or fails to act in a manner to address any violation or failure to comply therewith. No act by the State or any of its subcontractors that is undertaken under this Contract as to any Software or technology shall be construed as intending to cause any patents, copyrights or other intellectual property that are owned or controlled by the State (or for which the State has received license rights) to become subject to any encumbrance or terms and conditions of any open source license.
- 7.7 The Contractor shall report to the Department, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all Deliverables delivered under this Contract.
- 7.8 The Contractor shall not affix (or permit any third party to affix), without the Department's consent, any restrictive markings upon any Deliverables that are owned by the State, and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

8. Confidential or Proprietary Information and Documentation

- 8.1 Subject to the Maryland Public Information Act and any other applicable laws including, without limitation, HIPAA, the HI-TECH Act, and the Maryland Medical Records Act and regulations promulgated pursuant thereto, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems or cloud infrastructure, if applicable) shall be held in confidence by the other party. Each party shall, however, be permitted to disclose, as provided by and consistent with applicable law, relevant confidential information to its officers, agents, and Contractor

Personnel to the extent that such disclosure is necessary for the performance of their duties under this Contract. Each officer, agent, and Contractor Personnel to whom any of the State's confidential information is to be disclosed shall be advised by Contractor provided that each officer, agent, and Contractor Personnel to whom any of the State's confidential information is to be disclosed shall be advised by Contractor of the obligations hereunder, and bound by, confidentiality at least as restrictive as those of set forth in this Contract.

- 8.2 The provisions of this section shall not apply to information that: (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already rightfully in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

9. Loss of Data

- 9.1 In the event of loss of any State data or records where such loss is due to the act or omission of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for restoring or recreating, as applicable, such lost data in the manner and on the schedule set by the Contract Monitor. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. At no time shall any Contractor actions (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms, and applications with which the Contractor is working hereunder.
- 9.2 In accordance with prevailing federal or state law or regulations, the Contractor shall report the loss of non-public data as directed.
- 9.3 Protection of data and personal privacy (as further described and defined in IFB Section 3.8) shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the conditions identified in **IFB Section 3.6.4.2**.

10. Indemnification and Notification of Legal Requests

- 10.1. At its sole cost and expense, Contractor shall (i) indemnify and hold the State, its employees and agents harmless from and against any and all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to attorneys' fees and costs), whether or not involving a third party claim, which arise out of or relate to the Contractor's, or any of its subcontractors', performance of this Contract and (ii) cooperate, assist, and consult with the State in the defense or investigation of any such claim, demand, action or suit. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent.
- 10.2. The State has no obligation: (i) to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations or performance under this Contract, or (ii) to pay any judgment or settlement of any such suit, claim or action. Notwithstanding the foregoing, the Contractor shall promptly notify the Procurement Officer of any such claims, demands, actions, or suits.
- 10.3. Notification of Legal Requests. In the event the Contractor receives a subpoena or other validly issued administrative or judicial process, or any discovery request in connection with any litigation, requesting State Pre-Existing Intellectual Property, of other information considered to be the property of the State, including but not limited to State data stored with or otherwise accessible by

the Contractor, the Contractor shall not respond to such subpoena, process or other legal request without first notifying the State, unless prohibited by law from providing such notice. The Contractor shall promptly notify the State of such receipt providing the State with a reasonable opportunity to intervene in the proceeding before the time that Contractor is required to comply with such subpoena, other process or discovery request. .

11. Non-Hiring of Employees

No official or employee of the State, as defined under Md. Code Ann., General Provisions Article, § 5-101, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

12. Disputes

This Contract shall be subject to the provisions of Md. Code Ann., State Finance and Procurement Article, Title 15, Subtitle 2, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within thirty (30) days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within thirty (30) days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

13. Maryland Law Prevails

- 13.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.
- 13.2 The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract or any purchase order, task order, or Notice to Proceed issued thereunder, or any software, or any software license acquired hereunder.
- 13.3 Any and all references to the Maryland Code, annotated and contained in this Contract shall be construed to refer to such Code sections as are from time to time amended.

14. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry, genetic information, or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

15. Contingent Fee Prohibition

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor to solicit or secure

the Contract, and that the Contractor has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Contract.

16. Non-Availability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

17. Termination for Default

If the Contractor fails to fulfill its obligations under this Contract properly and on time, fails to provide any required annual and renewable bond 30 days prior to expiration of the current bond then in effect, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

18. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A (2).

19. Delays and Extensions of Time

- 19.1 The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.
- 19.2 Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or

suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

20. Suspension of Work

The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

21. Pre-Existing Regulations

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

22. Financial Disclosure

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate, \$200,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$200,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

23. Political Contribution Disclosure

The Contractor shall comply with Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31. Additional information is available on the State Board of Elections website:

http://www.elections.state.md.us/campaign_finance/index.html.

24. Retention of Records

The Contractor and subcontractors shall retain and maintain all records and documents in any way relating to this Contract for (i) three (3) years after final payment by the State hereunder, or (ii) any applicable federal or State retention requirements (such as HIPAA) or condition of award, , whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, as designated by the Procurement Officer, at all reasonable times. The Contractor shall provide copies of all documents requested by the State, including, but not limited to itemized billing documentation containing the dates, hours spent and work performed by the Contractor and its subcontractors under the Contract. All records related in any way to the Contract are to be retained for the entire time provided under this section.

25. Right to Audit

- 25.1 The State reserves the right, at its sole discretion and at any time, to perform an audit of the Contractor's performance under this Contract. An audit is defined as a planned and documented independent activity performed by qualified personnel, including but not limited to State and federal auditors, to determine by investigation, examination, or evaluation of objective evidence from data, statements, records, operations and performance practices (financial or otherwise) the Contractor's compliance with the Contract, including but not limited to adequacy and compliance with established procedures and internal controls over the services performed pursuant to the Contract.
- 25.2 Upon three (3) Business Days' notice, the State shall be provided reasonable access to Contractor's records to perform any such audits. The Department may conduct these audits with any or all of its own internal resources or by securing the services of a third party accounting or audit firm, solely at the Department's election. The Department may copy any record related to the services performed pursuant to the Contract. The Contractor agrees to fully cooperate and assist in any audit conducted by or on behalf of the State, including, by way of example only, making records and employees available as, where, and to the extent requested by the State and by assisting the auditors in reconciling any audit variances. Contractor shall not be compensated for providing any such cooperation and assistance.
- 25.3 The right to audit shall include any of the Contractor's subcontractors including but not limited to any lower tier subcontractor(s). The Contractor shall ensure the Department has the right to audit such subcontractor(s).

26. Compliance with Laws

The Contractor hereby represents and warrants that:

- a. It is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- b. It is not in arrears with respect to the payment of any monies due and owing the State, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the Term;
- c. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- d. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

27. Cost and Price Certification

- 27.1 The Contractor, by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of the date of its Bid.
- 27.2 The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its Bid, was inaccurate, incomplete, or not current.

28. Subcontracting; Assignment

The Contractor may not subcontract any of its obligations under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer, each at the State's sole and absolute discretion; provided, however, that a Contractor may

assign monies receivable under a contract after written notice to the State. Any subcontracts shall include such language as may be required in various clauses contained within this Contract, exhibits, and attachments. The Contract shall not be assigned until all approvals, documents, and affidavits are completed and properly registered. The State shall not be responsible for fulfillment of the Contractor's obligations to its subcontractors.

29. Limitations of Liability

- 29.1 Contractor shall be liable for any loss or damage to the State occasioned by the acts or omissions of Contractor, its subcontractors, agents or employees as follows:
- (a) For infringement of patents, trademarks, trade secrets and copyrights as provided in **Section 7 "Patents, Copyrights, Intellectual Property"** of this Contract;
 - (b) Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and
 - (c) For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract and regardless of the basis on which the claim is made, Contractor's liability shall be unlimited.
- 29.2 Contractor's indemnification obligations for Third party claims arising under Section 10 ("Indemnification") of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor's indemnification liability for third party claims arising under Section 10 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 10.
- 29.3. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor hereunder. For purposes of this Contract, Contractor agrees that all subcontractors are agents of Contractor and Contractor is responsible for performance of the services and compliance with the relevant obligations hereunder by its subcontractors.

30. Commercial Nondiscrimination

- 30.1 As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test or on the basis of disability, or otherwise unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.
- 30.3 As a condition of entering into this Contract, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past four (4) years on any of its contracts that

were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions.

- 30.4 The Contractor shall include the language from 30.1, or similar clause approved in writing by the Department, in all subcontracts.

31. Prompt Pay Requirements

- 31.1 If the Contractor withholds payment of an undisputed amount to its subcontractor, the Department, at its option and in its sole discretion, may take one or more of the following actions:
- (a) Not process further payments to the Contractor until payment to the subcontractor is verified;
 - (b) Suspend all or some of the Contract work without affecting the completion date(s) for the Contract work;
 - (c) Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due to the Contractor;
 - (d) Place a payment for an undisputed amount in an interest-bearing escrow account; or
 - (e) Take other or further actions as appropriate to resolve the withheld payment.
- 31.2 An “undisputed amount” means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute. Such “undisputed amounts” include, without limitation: (a) retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor; and (b) an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.
- 31.3 An act, failure to act, or decision of a Procurement Officer or a representative of the Department concerning a withheld payment between the Contractor and a subcontractor under this **section 31**, may not:
- (a) Affect the rights of the contracting parties under any other provision of law;
 - (b) Be used as evidence on the merits of a dispute between the Department and the Contractor in any other proceeding; or
 - (c) Result in liability against or prejudice the rights of the Department.
- 31.4 The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the MBE program.
- 31.5 To ensure compliance with certified MBE subcontract participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures:
- (a) Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule. This verification may include, as appropriate:
 - i. Inspecting any relevant records of the Contractor;

- ii. Inspecting the jobsite; and
- iii. Interviewing subcontractors and workers.

Verification shall include a review of:

- i. The Contractor's monthly report listing unpaid invoices over thirty (30) days old from certified MBE subcontractors and the reason for nonpayment; and
 - ii. The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding thirty (30) days and invoices for which the subcontractor has not been paid.
- (b) If the Department determines that the Contractor is not in compliance with certified MBE participation goals, then the Department will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
- (c) If the Department determines that the Contractor is in material noncompliance with MBE Contract provisions and refuses or fails to take the corrective action that the Department requires, then the Department may:
- i. Terminate the Contract;
 - ii. Refer the matter to the Office of the Attorney General for appropriate action; or
 - iii. Initiate any other specific remedy identified by the Contract, including the contractual remedies required by any applicable laws, regulations, and directives regarding the payment of undisputed amounts.
- (d) Upon completion of the Contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from, MBE subcontractors.

32. Living Wage

If a Contractor subject to the Living Wage law fails to submit all records required under COMAR 21.11.10.05 to the Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation, the Department may withhold payment of any invoice or retainage. The Department may require certification from the Commissioner on a quarterly basis that such records were properly submitted.

33. Use of Estimated Quantities

Unless specifically indicated otherwise in the State's solicitation or other controlling documents related to the Scope of Work, any sample amounts provided are estimates only and the Department does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.

34. Risk of Loss; Transfer of Title

Risk of loss for conforming supplies, equipment, materials and Deliverables furnished to the State hereunder shall remain with the Contractor until such supplies, equipment, materials and Deliverables are received and accepted by the State, following which, title shall pass to the State.

35. Effect of Contractor Bankruptcy

All rights and licenses granted by the Contractor under this Contract are and shall be deemed to be rights and licenses to “intellectual property,” and the subject matter of this Contract, including services, is and shall be deemed to be “embodiments of intellectual property” for purposes of and as such terms are used and interpreted under § 365(n) of the United States Bankruptcy Code (“Code”) (11 U.S.C. § 365(n) (2010)). The State has the right to exercise all rights and elections under the Code and all other applicable bankruptcy, insolvency and similar laws with respect to this Contract (including all executory statement of works). Without limiting the generality of the foregoing, if the Contractor or its estate becomes subject to any bankruptcy or similar proceeding: (a) subject to the State’s rights of election, all rights and licenses granted to the State under this Contract shall continue subject to the respective terms and conditions of this Contract; and (b) the State shall be entitled to a complete duplicate of (or complete access to, as appropriate) all such intellectual property and embodiments of intellectual property, and the same, if not already in the State’s possession, shall be promptly delivered to the State, unless the Contractor elects to and does in fact continue to perform all of its obligations under this Contract.

36. Miscellaneous

- 36.1 Any provision of this Contract which contemplates performance or observance subsequent to any termination or expiration of this Contract shall survive termination or expiration of this Contract and continue in full force and effect.
- 36.2 If any term contained in this Contract is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Contract, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.
- 36.3 The headings of the sections contained in this Contract are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Contract.
- 36.4 This Contract may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures provided by facsimile or other electronic means, e.g., and not by way of limitation, in Adobe .PDF sent by electronic mail, shall be deemed to be original signatures.

37. Contract Monitor and Procurement Officer

- 37.1 The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The Contract Monitor may authorize in writing one or more State representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor’s responsibilities. The Department may change the Contract Monitor at any time by written notice to the Contractor.
- 37.2 The Procurement Officer has responsibilities as detailed in the Contract, and is the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.

38. Notices

All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, as follows:

If to the State:

Dr. Laura Estupinan-Kane
Director of Behavioral Health
Department of Juvenile Services
217 E. Redwood Street, Room # 1524
Baltimore MD, 21202
laura.estupinan-kane@maryland.gov

With a copy to:

Dieudonne Mwaha
Department of Juvenile Services
217 E. Redwood Street, Room # 2009
Baltimore, Maryland 21202
Dieudonne.mwaha@maryland.gov

If to the Contractor:

(Contractor's Name)
(Contractor's primary address)
Attn: _____

[[Delete the following if a parent company guarantee is inapplicable:]]

Parent Company Guarantor

Contact: _____
Attn: _____

39. Parent Company Guarantee (If applicable)

(Corporate name of Contractor's Parent Company) hereby guarantees absolutely the full, prompt, and complete performance by (Contractor) of all the terms, conditions and obligations contained in this Contract, as it may be amended from time to time, including any and all exhibits that are now or may become incorporated hereunto, and other obligations of every nature and kind that now or may in the future arise out of or in connection with this Contract, including any and all financial commitments, obligations, and liabilities. (Corporate name of Contractor's Parent Company) may not transfer this absolute guaranty to any other person or entity without the prior express written approval of the State, which approval the State may grant, withhold, or qualify in its sole and absolute subjective discretion. (Corporate name of Contractor's Parent Company) further agrees that if the State brings any claim, action, lawsuit or proceeding against (Contractor), (Corporate name of Contractor's Parent Company) may be named as a party, in its capacity as Absolute Guarantor.

40. Compliance with federal Health Insurance Portability and Accountability Act (HIPAA) and State Confidentiality Law

The Contractor agrees to keep information obtained in the course of this Contract confidential in compliance with _____. The Contractor agrees further to comply with any applicable State and federal confidentiality requirements regarding collection, maintenance, and use of health, personally identifiable, and

financial information. This includes, where appropriate, the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. §§ 1320d et seq., and implementing regulations at 45 C.F.R. Parts 160 and 164, and the Maryland Confidentiality of Medical Records Act (MCMRA), Md. Code Ann. Health-General §§ 4-301 et seq. This obligation includes providing training and information to employees regarding confidentiality obligations as to health, personally identifiable, and financial information and securing acknowledgement of these obligations from employees to be involved in the Contract. This obligation further includes restricting use and disclosure of the records, generally providing safeguards against misuse of information, keeping a record of any disclosures of information, providing all necessary procedural and legal protection for any disclosures of information, promptly responding to any requests by the Department for information about its privacy practices in general or with respect to a particular individual, modifying information as may be required by good professional practice as authorized by law, and otherwise providing good information management practices regarding all health, personally identifiable, and financial information.

43. Hiring Agreement

- 43.1 The Contractor agrees to execute and comply with the enclosed Maryland Department of Human Services (DHS) Hiring Agreement (Attachment O). The Hiring Agreement is to be executed by the Bidder and delivered to the Procurement Officer within five (5) Business Days following receipt of notice by the Bidder that it is being recommended for Contract award. The Hiring Agreement will become effective concurrently with the award of the Contract.
- 43.2 The Hiring Agreement provides that the Contractor and DHS will work cooperatively to promote hiring by the Contractor of qualified individuals for job openings resulting from this procurement, in accordance with Md. Code Ann., State Finance and Procurement Article §13-224.

44. Limited English Proficiency

The Contractor shall provide equal access to public services to individuals with limited English proficiency in compliance with Md. Code Ann., State Government Article, §§ 10-1101 et seq., and Policy Guidance issued by the Office of Civil Rights, Department of Health and Human Services, and MDH Policy 02.06.07.

SIGNATURES ON NEXT PAGE

IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

Contractor: <<ContractorName>>	State of Maryland DEPARTMENT OF JUVENILE SERVICES (DJS)
By: <<Contractor Signer>>	By: <<agencyContractSigner>>, <<agencyContractSignerTitle>>
Date:	Date:
Witness/Attest:	Witness/Attest:
PARENT COMPANY (GUARANTOR) (if applicable)	
By:	
Date:	
Witness/Attest:	

Approved for form and legal sufficiency this ____ day of _____, 20 ____. _____ Assistant Attorney General	
APPROVED BY BPW: _____ <div style="display: flex; justify-content: space-around;"> (Date) (BPW Item #) </div>	

Attachment N.	Contract Affidavit
----------------------	---------------------------

See link at <https://procurement.maryland.gov/wp-content/uploads/sites/12/2020/03/Attachment-N-Affidavit.pdf>

Attachment O. DHS Hiring Agreement

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-O-DHSHiringAgreement.pdf>.

Attachment P. Referral for Sex Offense Specific Treatment

**STATE OF MARYLAND
DEPARTMENT OF JUVENILE SERVICES
REFERRAL FOR SEX OFFENSE SPECIFIC TREATMENT**

CONTACT INFORMATION			
Youth Name:	Last:	First:	
ASSIST Number:		DOB:	
Address:			
Telephone:			
Parent/Guardian Name:			
Parent/Guardian Telephone:			
Parent/Guardian Address			

REFERRING CASE MANAGEMENT SPECIALIST CONTACT INFORMATION			
Case Management Specialist :			
Office Address:			
Email Address:		Telephone:	
Resource Specialist:			
Office Address:			
Email Address:		Telephone:	

Attachment Q. Psychosexual Assessment Report Template

TEMPLATE
Psychosexual Assessment Report
Updated 2022

CONFIDENTIAL REPORT OF PSYCHOSEXUAL ASSESSMENT

Date of Report:
Youth's Name:
Date of Birth:
Home Address:
Parent/Guardian:
Case Manager:

1. Identifying Information & Reason for Referral

- Must provide a physical description of the youth and state the youth's gender, race/ethnic identity, and current residence.
- Must specify the context, source, and reason for the referral.
- Must include a statement that the limits of confidentiality have been explained to the youth and a statement that the youth understood what was explained.

2. Documents & Records Reviewed

- Must list each of the background documents and records reviewed by the psychologist conducting the evaluation. If information was requested and not received, please note what was requested.

3. Tests Administered

- Must list the full name and version of each test with test acronym in parenthesis, e.g., Wide Range Achievement Test – Third Edition (WRAT-3).
- Must indicate the date(s) the test was administered.

4. Persons Interviewed

- Must list each person interviewed by name; stipulate whether the interview was face-to-face or by phone, and the person's title or relations to the youth being evaluated, e.g., mother, father, sister, uncle, surrogate parent, community case manager, etc.

5. Legal History

- Must summarize current and past legal problems, charges, convictions, detentions, probations, etc., especially sex offenses or pending charges.

6. Current Residence & Family History

- Must include a family-of-origin structure, makeup of current household, stability of the home, frequency and emotional quality of youth's relationships with parent(s) and other family members, current family problems and stressors (especially from the youth's perspective), and history of family violence, substance abuse, or mental illness, as well as a summary of the family's strengths.

7. Education Status and History

- ▶ Must include the youth's current school, grade and program (regular or special education) placement, recent and past academic performance, areas of academic difficulty and strength, attitude towards academics, perception of themselves as a learner, future educational or career goals, quality of their social relationships with peers and adults in school, and history of school adjustment difficulties and truancy/attendance problem.

8. Substance Use History

- ▶ Must list each illicit street drug the youth has experimented with or currently uses (to include approximate date of last use) along with the frequency and amount used; provide the same information for alcohol use.
- ▶ Must list any substance use disorder diagnoses the youth possesses and substance abuse counseling or treatment that has been received. If the youth has received substance abuse counseling, briefly describe the source, helpfulness, duration and type, e.g., outpatient or inpatient/residential, of substance abuse services received. Also document whether the youth feels s/he has a substance use problem and if they are receptive to receiving substance use counseling/treatment.

9. Mental Health History

- ▶ Must describe the current and previous DSM-5 or ICD-10 disorders.
- ▶ Must detail the youth's and family-of-origin's mental health history, to include diagnoses, hospitalizations, medications, psychotherapy, and treatment compliance. If the youth has received mental health counseling or treatment, treatment compliance and whether or not the youth found the counseling or treatment to be helpful?
- ▶ Must detail if the youths have a history of suicidal ideation, plans, and attempts, describing the method used and the approximate date of each attempt.

10. Psychosexual History

- ▶ Must detail, developmentally, the youth's sexual history to include (**but not limited to**) types of sexual acts s/he has witnessed (in person or through vicarious means such as TV, literature, etc.), and performed (actual and/or alleged); what (type of person, objects, conversations, fantasies, etc.) the youth finds sexually arousing or stimulating; any history of being sexually assaulted, abused, or inappropriately approached or solicited; what the youth remembers learning about sexual acts, attitudes, and behaviors from his parent(s), other family members, and friends; sexual attitudes, beliefs, and practices of youth's close friends; history of sexual compulsions or instances when the youth felt s/he was unable to resist acting out a sexual fantasy, urge, or impulse; history of recurring and unwanted sexual thoughts, images, urges, etc.; history of sexual "thought insertion" or sexual command hallucinations; frequency of sexual arousal and youth's typical "arousal response" behavior; gang or "group" motivated sexual activity history; sex trafficking history; sexual fears; role substance use/abuse has historically played in sexual thoughts, urges, and/or acts; recurring dreams of a sexual nature; and attitudes about coercive or non-consensual sexual behavior

11. Trauma History

- ▶ Must describe and provide approximate dates of emotionally and/or physically "traumatic" events the youth has been exposed to. Ascertain and document the emotional, cognitive, and behavioral ramifications of these traumatic experiences. Screen and document the presence of DSM-5 or ICD-10 PTSD symptoms.

12. Medical Health

- Must specify if the youth is under the care of a physician for a medical illness or disorder, a description of the disorder(s) and the medications the youth is taking should be documented in this section.

13. Social History

- Must summarize what is known or suspected about the youth with regards to the following: his/her personal strengths, ability to make and keep friends, perceptions of themselves as likeable or unlikeable, history of painful social rejection, ridicule, teasing, or being bullied, and the presence (or absence) of people they can turn to for support and guidance in times of a crisis or when facing pressing personal problems.

14. Mental Status

- Must document the youth's orientation to person, place, year, month, and day-of-month. Describe youth's mood, range (and appropriateness) of affect, thought pattern (for example - logical, loose association, tangential), presence or absence of active delusions, hallucinations, suicidal ideation/impulses/plans, judgment, insight, and ability to take/accept responsibility for his/her own actions. Also, describe youth's interpersonal comfort/lack-of-comfort with the interpersonal component of the assessment process and clinical impression of youth's memory, receptive and expressive verbal skills.

15. Behavioral Observations

- Must describe any behaviors observed during administration of psychological tests that are of importance in understanding the youth's attitudes towards test taking, confidence in his/her academic or intellectual problem solving ability, reaction to failure, approach to problem solving, frustration tolerance, degree of motor restlessness, and ability to attend and stay focused on the tests and tasks administered.
- The examiner **must** also state whether s/he feels that the test results obtained can be regarded as a valid or accurate indication of the youth's current abilities or functioning. Factors, e.g., indifference, severe depression, inability to stay focused, fatigue or heavy drowsiness, etc., undermining the validity of the test results should also be listed under this heading.

16. Cognitive Functioning

- Summarize results of intellectual/cognitive assessment conducted by other evaluators.

17. Psychosexual Results and Interpretation

- Must include the list of psychosexual evaluation tools administered, results, and interpretation of those results. This may include the youth's ability to grasp or understand moral standards and the laws that govern sexual behavior in society, a summary youth's attitudes regarding sexuality gleaned from interview and/or use of self-report measures (e.g. Adolescent Cognition Scale Revised), and a summary of the findings from the Juvenile Sex Offender Assessment Protocol-II (J-SOAP-II), Protective + Risk Observations for Eliminating Sexual Offense Recidivism (PROFESOR) or a comparable pre-approved instrument.

18. Risk of Danger to Self or Others

- Must specify all information reviewed and obtained, and estimate of youth's overall risk to self and others. If judged either a "moderate or high" risk, describe what harmful behavior the youth is at risk for committing along with **what has been learned about the youth via the evaluation process** that supports the "moderate" or "high" risk classification.

19. DSM-5 or ICD-10 Diagnostic Impressions

- ▶ Must specify diagnostic and clinical findings to include disorder(s) that need further evaluation and “By History” qualifiers for active diagnoses made/treated by other health care providers. When full diagnostic criteria for a particular disorder have not been met, but the youth is “positive” for several **clinically relevant** (those having treatment or management implications) features of the disorder, list this disorder with the qualifier “Features”.

20. Summary of Major Findings & Recommendations

- ▶ Must provide a narrative summary of the salient evaluation findings with a **list** of recommendations for **each** problem area documented or discovered. This section of the report can be conceptualized as a “**care-and-management- plan-of-action**” (that will often include recommendations for family support, education, and intervention). In addition to itemizing “treatment” or counseling interventions needed. Recommendations may also include “in-home” or “out of home” residential placement based on which risk factors supported by the findings. The question of venue of treatment (whether out-patient or in-patient/residential) should minimally take into account the following factors: a) level of supervision/structure/environmental controls the youth needs, b) self and community safety concerns c) accessibility to treatment services needed and d) which type of placement, **overall**, provides the best opportunity for outcome success. If community placement is recommended, a “community safety plan”, i.e., measures needed to protect potential victims from the youth’s potential for re-offending, must be detailed in this section of the report. The specific name of a residential or community based program should not be stated in the placement recommendation.
- ▶ If, in the opinion of the examiner, additional testing or referral to another professional - psychiatrist, neuropsychological testing, etc. - is warranted, these types of recommendations should be included in this section.

21. Treatment Receptivity & Prognosis

- ▶ Must describe the youth’s motivation for or receptivity to treatment; also provide an opinion as to the youth’s likelihood to profit from treatment recommended and any recommendations the examiner feels will increase the likelihood of a successful treatment outcome.

22. Signature, Licensure, and Date

- ▶ At end of report the examiner must provide his/her signature (with professional degree, e.g., Ph.D., MD, MSW, etc.) and the date the completed report was signed. In addition to a written signature and date, the examiner’s name (first & last), degree, and license type must be typewritten to ensure readability.

Printed Name: _____ Degree: _____

Signature: _____ Date: _____

**Attachment R. Authorization for Release of Psychotherapy Information
& Records**

A. Identification

This document authorizes the use and/or disclosure of confidential health information about the following person:

Name: _____
Address: _____
Date of Birth _____
Telephone Number _____
Today's Date: _____

B. Directions for Release

I AUTHORIZE THE INDIVIDUALS OR ENTITIES IDENTIFIED IN SECTION B.1B TO RELEASE AND/OR USE THE PROTECTED HEALTH CARE INFORMATION IDENTIFIED IN SECTION B.2 CONCERNING THE INDIVIDUAL LISTED IN SECTION A TO THE INDIVIDUAL OR COMPANY IDENTIFIED IN SECTION B.1A.

B.1a. I authorize the disclosure of information to:

Any member of the Department of Juvenile Services including but not limited to case managers and other members of the juvenile justice system (including law enforcement officers and court officials) treatment providers, polygraph examiners and victim advocates.

B.1b. I authorize the obtaining of information from:

Health care providers or related personnel involved in psychiatric or psychological consultation, assessment and/or treatment, including those of hospitals, clinics, substance abuse treatment facilities, and private psychotherapy practitioners.

B.2. Information to be released:

I authorize the disclosure and/or use of mental health information, including psychotherapy notes, psychological evaluations, laboratory results and medical opinions, relating to my protected health information.

B.3. Purpose:

I authorize the disclosure and/or use of this information for the purpose of my community supervision including, but not limited to, the verification of my compliance with all conditions of release and ensure that I do not present a danger to others or to myself.

C. Right to Revoke.

I understand that I may revoke this Authorization at any time. If, however, I revoke this Authorization such revocation may be considered a violation of the terms and conditions of probation or other supervision. To revoke the Authorization, I understand I must contact the following in writing:

This Authorization will expire upon the occurrence of the following event or condition. Upon the expiration date of or other termination date of my community supervision.

- D. Authorization and Signature:** I authorize the release of my confidential protected health information as described in my directions in Section B. I understand that this authorization is voluntary, that the information to be disclosed is protected by law, and the disclosure is to be made to conform to my directions. The recipient may re-disclose the information that is used and/or disclosed pursuant to this authorization unless Maryland law, which prohibits re-disclosure or other laws limiting the use and/or disclosure of my confidential protected health information cover the recipient.

I _____, have read the contents of this Authorization and I confirm that the contents are consistent with my directions. I understand that by signing this form, I am authorizing the use and/or disclosure of my confidential protected health information.

Youth Signature:		Date:	
Parent/Guardian Signature:		Date:	

A photocopy of this release form will be valid as an original hereof, even though said photocopy does not contain an original writing of my signature.

Attachment S. - Monthly Invoice Sample

Contract Number: _____ Purchase Order: _____ Invoice No: _____

Contractor Information:

Name: _____

Address: _____

FEIN #: _____ Telephone: _____ Fax: _____

Services for a four (4) to five (5) week period:

Services from _____/_____/_____ to _____/_____/_____
MM DD YYYY MM DD YYYY

NAME OF YOUTH
YOUTH ID NUMBER
YOUTH DATE OF BIRTH
COUNTY

For each youth specific dates of services and each of the following:

A.	Number of Intake Psychosexual Assessments	_____ X \$_____ each = \$_____
B.	Number of Group Counseling Sessions	_____ X \$_____ each = \$_____
C.	Number of Individual Sessions	_____ X \$_____ each = \$_____
D.	Number of Crisis Counseling Session	_____ X \$_____ each = \$_____
E.	Number of Parent Sessions	_____ X \$_____ each = \$_____
F.	Number of Family Sessions	_____ X \$_____ each = \$_____

G. TOTAL AMOUNT DUE (A+B+C+D+E+F): \$ _____

CERTIFICATION

I certify that the above presented information is true and accurate. All expenditure figures are in accordance with the terms of the above referenced Contract and are supported by verifiable documentation.

Signature Date

Title

Attachment T. Monthly Statistical Report
--

The Monthly Statistical Report is provided as a separate Microsoft Excel document.

<https://djs.maryland.gov/Documents/xls/MD-DJS-Behavioral-Health-MSR-Community-Based-Services.xls>

The document shall be labeled - **Community Sex Offense Specific Treatment Services.xlsx** when submitted to the vendor database by the 15th of the month.

Attachment U. Individual Therapy Treatment Authorization Form



Individual Therapy Treatment Authorization Form

Instructions:

Step 1: Fill out the sections listed below completely.

Step 2: Email to Laura Estupinan-Kane, Ph.D., DJS Director of Behavioral Health the completed form and supporting documentation for authorization of services. Copy Jennifer Green, on that email. Listed below is their contact information.

- Laura Estupinan-Kane: laura.estupinan-kane@maryland.gov
- Jennifer Green: jennifer.green@maryland.gov

Step 3: If services are authorized by DJS, email a copy of the DJS-approved authorization form with the applicable invoice for services.

Date: _____

Contract Number: _____

Provider Name: _____

**Provider Telephone
Number & E-mail Address:** _____

Printed Name of Provider's Representative Completing Form:

Signature of Provider's Representative:

Youth Name:
Youth DJS ID:
Youth Date of Birth:

Reason for Requesting Individual Treatment for Youth:

DJS Use Only		
Approved	_____	Disapproved _____ Date _____
Signature	_____	

Department of Juvenile Services, Behavioral Health Unit

Appendix 1. – Abbreviations and Definitions

For purposes of this IFB, the following abbreviations or terms have the meanings indicated below:

- A. Bid – The Bidder’s Bid.
- B. Bid Price Form or Bid Form - The Attachment B Bid Form.
- C. Business Day(s) – The official working days of the week to include Monday through Friday. Official working days excluding State Holidays (see definition of “Normal State Business Hours” below).
- D. COMAR – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
- E. Contract – The Contract awarded to the successful Bidder pursuant to this IFB. The Contract will be in the form of **Attachment M**.
- F. Contract Monitor – The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The Contract Monitor may authorize in writing one or more State representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor’s responsibilities. The Department may change the Contract Monitor at any time by written notice to the Contractor.
- G. Contractor – The selected Bidder that is awarded a Contract by the State.
- H. Contractor Personnel – Employees and agents and subcontractor employees and agents performing work at the direction of the Contractor under the terms of the Contract awarded from this IFB.
- I. Data Breach – The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data.
- J. DEPARTMENT OF JUVENILE SERVICES or (DJS or the “Department”).
- K. eMMA – eMaryland Marketplace Advantage (see IFB **Section 4.2**).
- L. Invitation for Bids (IFB) – This Invitation for Bids issued by the DEPARTMENT OF JUVENILE SERVICES (Department), with the Solicitation Number and date of issuance indicated in the Key Information Summary Sheet, including any amendments thereto.
- M. Local Time – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- N. Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- O. Normal State Business Hours - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays.
- P. Notice to Proceed (NTP) – A written notice from the Procurement Officer that work under the Contract, project, Task Order or Work Order (as applicable) is to begin as of a specified date. The NTP Date is the start date of work under the Contract, project, Task Order or Work Order.

Additional NTPs may be issued by either the Procurement Officer or the Contract Monitor regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.

- Q. NTP Date – The date specified in a NTP for work on Contract, project, Task Order or Work Order to begin.
- R. Bidder – An entity that submits a Bid in response to this IFB.
- S. Personally Identifiable Information (PII) – Any information about an individual maintained by the State, including (1) any information that can be used to distinguish or trace an individual identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- T. Procurement Officer – Prior to the award of any Contract, the sole point of contact in the State for purposes of this solicitation. After Contract award, the Procurement Officer has responsibilities as detailed in the Contract (**Attachment M**), and is the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.
- U. Protected Health Information (PHI) – Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- V. Security Incident – A violation or imminent threat of violation of computer security policies, Security Measures, acceptable use policies, or standard security practices. “Imminent threat of violation” is a situation in which the organization has a factual basis for believing that a specific incident is about to occur.
- W. Security or Security Measures – The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data.
- X. Sensitive Data - Means PII;PHI; other proprietary or confidential data as defined by the State, including but not limited to “personal information” under Md. Code Ann., Commercial Law § 14-3501(e) and Md. Code Ann., St. Govt. § 10-1301(c) and information not subject to disclosure under the Public Information Act, Title 4 of the General Provisions Article; and information about an individual that (1) can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; or (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- Y. State – The State of Maryland.
- Z. Total Bid Price - The Bidder’s bid price or evaluated bid price for goods and services in response to this solicitation, included in **Attachment B** – Bid Form.
- AA. Veteran-owned Small Business Enterprise (VSBE) – A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
- BB. Session Rate - The total chargeable fee to complete each treatment service (including reports).
- CC. Price per Year of Service – The total price charged per year for the service.

Appendix 2. – Bidder Information Sheet

See link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_OfferorInformationSheet.pdf.

Appendix 3. – Listing of DJS Offices by Region

<u>Region 1</u>	<u>Cambridge Office</u> 310 Gay Street Cambridge, MD 21613 410-228-6452	<u>Princess Anne Office</u> District Court Bldg. 12155 Elm Street, Suite B Princess Anne, MD 21853 410-845-4680	<u>Salisbury Office</u> 201 Baptist Street. Suite 21 Salisbury, MD 21801 410-713-3800	<u>Ocean City Office</u> 6505 Coastal Highway Room 129 Ocean City, MD 21842 410-723-6655	<u>Snow Hill Office</u> 203 River Street Snow Hill, MD 21863 410-632-0206
<u>Region 2</u>	<u>Easton Office</u> 301 Bay Street, Suite 201 Easton, MD 21601 410-822-5010	<u>Elkton Office</u> Elktowne Centre 106 East Main Street, Suite 102 Elkton, MD 21921 410-996-2800	<u>Centreville Office</u> 120 Broadway, Suite 9 Centreville, MD 21617 410-819-4180	<u>Denton Office</u> 317 Carter Avenue, Suite 105 Denton, MD 21629 410-819-6556 410-819-6559 (fax)	
<u>Region 3</u>	<u>Parkville Office</u> Building #22 9700 Old Harford Road Parkville, MD 21234 410-663-7695	<u>Eastern Baltimore County Office</u> 431 Eastern Avenue, Suite 100 Essex, MD 21221 410-780-1200	<u>Catonsville (Western Baltimore County) Office</u> Catonsville District Court Building 1 Rolling Crossroads Catonsville, MD 21228 443-341-1200	<u>Bel Air Office</u> Risteau District Court and Multi-Service Center 2 South Bond Street Bel Air, MD. 21014 410-836-4680	
<u>Region 4</u>	<u>Cumberland Office</u> 1 James Day Drive Cumberland, MD 21502 301-722-1600	<u>Oakland Office</u> 7000 Thayer Center Oakland, MD 21550 301-334-8608	<u>Hagerstown Office</u> 44 N. Potomac Street, Suite 300 Hagerstown, MD 21740 301-791-7171		
<u>Region 5</u>	<u>Westminster Office</u> 101 N. Court St. Westminster, MD 21157 410-871-3600	<u>Ellicott City Office</u> 3451 Court House Dr. Ellicott City, MD 21043 410-480-7878	<u>Annapolis Office</u> 49 Old Solomons Island Rd. Suite 300 Annapolis, MD 21401 410-295-5740	<u>Glen Burnie Office</u> 7500 Ritchie Highway Suite 306 Glen Burnie, MD 21061 410-412-7115	
<u>Region 6</u>	<u>Frederick Office</u> East Street Trading Center 801 N. East Street, Suite 3 Frederick, MD 21701 240-629-3030	<u>Rockville Office</u> 7300 Calhoun Place, Suite 500 Rockville, MD 20850 301-610-8500			
<u>Region 7</u>	<u>Upper Marlboro Office</u> 14735 Main Street, Suite M0400 Upper Marlboro, MD 20772 301-952-2580	<u>Largo Office</u> 1100 Mercantile Lane, Suite 120 Largo, MD 20774 301-386-6240	<u>Prince Frederick Office</u> 200 Duke Street Suite 2800 Prince Frederick, MD 20678 443-550-6275	<u>La Plata Office</u> P.O. Box 2370 200 Kent Avenue La Plata, MD 20646 301-392-6900	<u>Leonardtown Office</u> Joseph D. Carter Building 23110 Leonard Hall Dr. Suite 1040 P.O. Box 1509 Leonardtown, MD 20650 301-880-2850